

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER TMT170001		PAGE 1 OF 89	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER CSOSA-17-R-0026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME William Hall at william.hall@csosa.gov				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME 04/25/2017 05/18/2017 12:00 PM EST	
9. ISSUED BY The Court Services and Offender Supervision Agency 633 Indiana Avenue, NW Washington, D.C. 20004				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> HUBZONE SMALL <input type="checkbox"/> SMALL BUSINESS PROGRAM NAICS: _____ <input type="checkbox"/> BUSINESS <input type="checkbox"/> EDWOSB 624190 <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: \$11M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE _____				16. ADMINISTERED BY CODE _____			
17a. CONTRACTOR/ OFFEROR CODE _____ FACILITY CODE _____				18a. PAYMENT WILL BE MADE BY CODE _____			
TELEPHONE NO. _____				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See schedule in Section B						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

Contract Type

This is a Firm Fixed Price contract with unit rates; quantities are based on anticipated estimates and are Not- to-Exceed the allotted quantities and cost associated with each CLIN.

This contract is incrementally funded in the amount of \$; additional funding will be added by a contract modification. The contractor is not authorized to exceed the obligated value on this contract. This contract has a base period of twelve (12) months with four (4) twelve (12) month Option Periods.

B.1 Price/Cost Schedule**Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contract Period: Base POP Begin: 01 July 2017 POP End: 30 June 2018 Outpatient - Rate per counseling session for a total Not- to-Exceed 72 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Services IAW the SOW .	636	Each		
0002	Contract Period: Base POP Begin: 01 July 2017 POP End: 30 June 2018 Outpatient Traffic Alcohol Program Base Year - Rate per counseling session for a total Not- to-Exceed 24 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Traffic Alcohol Program Services IAW the SOW	636	Each		
1001	Contract Period: Option 1 POP Begin: 01 July 2018 POP End: 30 June 2019 Outpatient - Rate per counseling session for a total Not- to-Exceed 72 sessions(per client)-	636	Each		

	includes labor, materials, supplies, and administrative costs for Outpatient Services IAW the SOW .		
1002	Contract Period: Option 1 POP Begin: 01 July 2018 POP End: 30 June 2019 Outpatient Traffic Alcohol Program -Outpatient - Rate per counseling session for a total Not- to- Exceed 24 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Traffic Alcohol Program Services IAW the SOW .	636	Each
2001	Contract Period: Option 2 POP Begin: 01 July 2019 POP End: 30 June 2020 Outpatient - Outpatient - Rate per counseling session for a total Not- to- Exceed 72 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Services IAW the SOW .	636	Each
2002	Contract Period: Option 2 POP Begin: 01 July 2019 POP End: 30 June 2020 Outpatient Traffic Alcohol Program - Outpatient - Rate per counseling session for a total Not- to- Exceed 24 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Traffic Alcohol Program Services IAW the SOW .	636	Each
3001	Contract Period: Option 3 POP Begin: 01 July 2020 POP End: 30 June 2021 Outpatient - Outpatient -	636	Each

	Rate per counseling session for a total Not- to- Exceed 72 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Services IAW the SOW .		
3002	Contract Period: Option 3 POP Begin: 01 July 2020 POP End: 30 June 2021 Outpatient Traffic Alcohol Program - Outpatient - Rate per counseling session for a total Not- to- Exceed 24 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Traffic Alcohol Program Services IAW the SOW .	636	Each
4001	Contract Period: Option 4 POP Begin: 01 July 2021 POP End: 30 June 2022 Outpatient - Outpatient - Rate per counseling session for a total Not- to- Exceed 72 sessions (per client)- includes labor, materials, supplies and administrative costs for Outpatient Services IAW the SOW .	636	Each
4002	Contract Period: Option 4 POP Begin: 01 July 2021 POP End: 30 June 2022 Outpatient Traffic Alcohol Program - Outpatient - Rate per counseling session for a total Not- to- Exceed 24 sessions (per client)- includes labor, materials, supplies, and administrative costs for Outpatient Traffic Alcohol Program Services IAW the SOW .	636	Each
GRAND TOTAL			

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

1.0 Agency Background

(a) The Court Services and Offender Supervision Agency (CSOSA) was established under Section 11232 of the National Capital Revitalization and Self-Government Improvement Act of 1997 to effectuate the reorganization and transition of functions relating to pretrial services, parole, adult probation and offender supervision in the District of Columbia to a Federal Executive Branch agency. The mission of CSOSA is to increase public safety, prevent crime, reduce recidivism, and support the fair administration of justice in close collaboration with the community.

(b) The CSOSA makes clinically appropriate treatment placements based upon an offender's assessed need determined by Treatment Management Team (TMT) and/or Re-Entry and Sanctions Center (RSC) clinicians; as well as, Community Supervision Services Officers (CSOs). The offenders served include males, females, young adults as well as, sex offenders. The offenders have been ordered to undergo such treatment by the courts, either as part of a sentence or pre-sentence, or as a condition of probation, parole or supervised release. The CSOSA (hereinafter referred to as the Government) is responsible for the supervision of all probationers, parolees and supervised releases held under the authority of any United States or District of Columbia statute, or any other lawful authority entrusted to the District.

1.1 PERIOD OF PERFORMANCE / PLACE OF PERFORMANCE

The period of performance shall be 12 months from date of award with four (4) twelve (12) month option periods.

Base Period 01 July 2017 – 30 June 2018
 Option Period 1 – 01 July 2018 – 30 June 2019
 Option Period 2 – 01 July 2019 – 30 June 2020
 Option Period 3 – 01 July 2020 – 30 June 2021
 Option Period 4 – 01 July 2021 – 30 June 2022

The Contractor shall perform all services under this contract on-site at the following Court Services and Offender Supervision Agency (CSOSA) multiple locations ((1) 2101 Martin Luther King Jr. Avenue, SE; (2) 910 Rhode Island Avenue, NE; (3) 300 Indiana Avenue, NW, and (4) 25 K Street, NE all located inside the District of Columbia's city limits or as otherwise specified by the Government) inside the District of Columbia's city limits or as otherwise specified by the Government.

The Contractor shall provide on-site services daily and weekly (to include weeknights and/or weekends) in accordance with scheduled days and hours provided by the Government. The Contractor shall coordinate work hours at government facilities with the Contracting Officer's Representative (COR). The Contractor shall not perform work at government facilities on federal holidays or other non-work days without prior approval of the CO.

1.2 PERSONNEL/LABOR/MATERIALS

The Contractor shall provide all personnel and labor necessary to perform these services in accordance with the terms, conditions and specifications contained in this contract. The Contractor shall provide all required materials not otherwise provided by the Government.

The Contractor shall submit resumes for evaluation of ALL Key Personnel expected to perform under the contract.

All Contractor personnel will be required to receive approval from the COR through resume submission. The Government reserves the right to accept or reject any or all of the candidates.

1.2.1 GOVERNMENT FURNISHED EQUIPMENT / FACILITIES / INFORMATION

The government will provide the facilities and/or equipment listed in section 1.2.2.

1.2.2 EQUIPMENT

The Government will provide telephones, computer equipment (to include all necessary hardware & software), and associated peripheral devices, facsimile machines, copier, and other basic office supplies required to complete the tasks described in the SOW. The Government will issue user identification and passwords to Government networks using established procedures.

1.2.3 UTILITIES:

All utilities in the facility will be available for the contractor's use in performance of duties outlined in this SOW. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

1.2.4 FACILITIES:

The Government will furnish the necessary workspace for the contractor staff to provide the services outlined in this SOW.

2.0 DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

The Contractor shall provide a unit cost listing for each of the services covered. The total for all the units shall reflect the total cost for the following Substance Abuse Treatment Services:

Outpatient Services – 36, 54 or 72 sessions

Traffic Alcohol Program Services – 24 sessions.

The Government will order the required services by issuing referral letters to the Contractor by a Government representative. Each referral letter will indicate an invoice code that should be used to organize invoice submission.

Although the Contractor may receive a referral for a maximum number of treatment days consistent with the contract terms, the Contractor will only be paid for the days in which services were delivered, accounting for such situations as early terminations and delays in service delivery.

2.1 Scope of Work

The Government applies the American Society of Addiction Medicine's Priority Placement Criteria 2R (ASAM PPC 2 R) for determining the types of substance abuse treatment services that address the needs of CSOSA's offenders. The Government will provide all facilities and equipment. The Contractor shall provide personnel, labor and materials necessary to provide supervised substance abuse assessment and treatment services to substance abusing men and women. The types of substance abuse and treatment services offered shall include: 36, 54 or 72 sessions of outpatient and/or 24 sessions of Traffic Alcohol Education Program Services (TAP). These services shall be provided to the Court Services and Offender Supervision Agency (CSOSA), in accordance with the requirements specified herein, on a firm, fixed price basis.

2.2 Description of Services

The Government will apply the American Society of Addiction Medicine's Priority Placement Criteria 2 R Level I model for referring clients to the appropriate modalities.

The Contractor shall develop therapeutic interventions for offenders that increase supervision compliance, address criminal involvement and prevent ongoing substance abuse while improving program retention and completions. This requires collaboration and establishment of a close working relationship with the Community Supervision Officers (CSOs) and Treatment Specialists (TS) responsible for supervising, monitoring and working with each offender.

The Contractor shall coordinate and cooperate with CSOs and TSs utilizing a team approach for case planning, treatment and behavioral interventions and case monitoring. The Contractor shall demonstrate evidence of this working relationship by scheduling clinical and crisis intervention staffings; coordinating individualized case planning which should be documented on the Vendor Clinical Staffing Form (Attachment 7); submitting required documents (i.e., monthly reports, discharge plans) and utilizing a team approach for treatment interventions, case monitoring, and individualized discharge and aftercare planning activities.

Treatment shall be provided in accordance with the ASAM-PPC 2R Level I and the District of Columbia Department of Motor Vehicles (DC DMV) Medical Review Unit and the Department of Behavioral Health requirements; the State of Maryland's, Department of Health and Mental Hygiene; the Commonwealth of Virginia's, Department of Behavioral Health and Developmental Services requirements; or any other federal, state or local jurisdiction's behavioral health and/or addictions regulatory agency.

The Contractor shall practice Cognitive-Behavioral Interventions (CBI) and Motivational Interviewing (MI) approaches to therapy that focus on teaching offenders skills which advance goals directed towards maintaining abstinence and enhancing self-efficacy goals. The Contractor shall demonstrate the use of evidence-based practices including CBI and MI by delivering services from a curriculum that is consistent with these practices. The contractor shall be able to facilitate role playing and the use of techniques that can be observed in groups, 1:1 sessions and clinical staffing. Program staff shall model appropriate behaviors consistent with this approach.

The Contractor shall facilitate groups using a cognitive-behavior intervention-based curriculum that possesses demonstrated effectiveness that results in structured programming two (2) days per week using one or more of the following models: Matrix Model, Thinking for a Change, and SMART Recovery. Program services shall include daily clinical practices to educate, and reinforce the information directed at improving the offender's development and practice of pro-social behaviors. The programming activities schedule shall be posted for the offender and staff's information.

The Contractor shall provide or arrange for offender services in the following need/problem areas: medical, psychiatric, psychological, laboratory and toxicology services, as appropriate to the severity and urgency of the offender's condition.

The Contractor shall hold monthly case staffings with CSOs and TSs. During these staffings, the Contractor shall review the offenders' progress in treatment/education; address behavioral and noncompliance issues; conduct ongoing individualized discharge planning, and interventions as deemed necessary by the Government. The Contractor shall notify the assigned CSO and TS of all scheduled clinical staffings in writing and document the notification on the CSOSA contact form. (Attachment 2) The contact form shall be filed in the offender's case record.

The Contractor shall establish a system of incremental incentives and sanctions to increase offender engagement in and adherence to outpatient services in order to improve outcomes and retain offenders in treatment.

(a) Treatment Expectations for Outpatient Services (36, 54 or 72 sessions)

The Contractor shall provide outpatient substance abuse treatment services to adult male and female offenders presenting with substance abuse treatment and co-occurring needs that approximates the ASAM PPC-2 Level I standard of care as identified below.

The Contractor shall provide professional clinical services designed to address specific substance use/abuse problems for persons deemed amenable for treatment in an outpatient program.

The Contractor shall ensure that the outpatient treatment includes no more than nine (9) hours per week of counseling sessions on at least two (2) separate occasions. The counseling/therapy services shall include:

Individual: in a full session, this includes face-to-face for one (1) hour.

Individual: in a half-session, this includes face-to-face for thirty (30) minutes

Group: minimum sixty (60) minutes of face to face contact.

The Contractor shall provide a minimum of four (4) to six (6) hours of programming weekly. The programming shall include:

1. Didactic group sessions – 4 hours/week minimum
2. Mentoring/pro social supports - 1 hour/month
3. Structured Activities: 2 hours weekly of the following are required:
 - Counseling Services (individual, group)
 - Psycho-education sessions
 - Behavioral Health sessions
 - Introduction to Recovery Support Services
 - Family Education and Information sessions as clinically indicated.

The expected outcome of outpatient treatment is to address the offender's substance abused and to target the level of functioning (i.e. medical, psychiatric, psychological, family/social, and legal); and is intended to assist the offender in abstaining from drug use while living in the community. The Government will assess the outcome of the outpatient treatment intervention by reviewing the offender's level of functioning 14 days before the offender's discharge date. The overall target for successful outcomes is 65%.

Duration - The Government will determine the course of treatment for each offender. The length of treatment ranges between 36 , 54 or 72 sessions.

(c) Treatment Needs Assessment

Within five (5) business days of admission the Contractor shall conduct an individualized treatment needs assessment for each offender. The individualized needs assessment shall utilize the Addiction Severity Index (ASI) or a comparable comprehensive Bio psychosocial assessment shall be conducted by a qualified staff person. Any alternative needs assessment tool should be approved by the Government and used consistently by all clinical staff. The Contractor is not required to complete a new ASI if the Government provides an ASI that was conducted within six (6) months of the admission date. In addition to the ASI, the needs assessment must include, at a minimum:

- a. A detailed description of the offender's substance abuse history, mental health history and any prior treatment experiences;
- b. A complete personal history including information related to the offender's educational/vocational achievements and experiences; and
- c. Any other information that may be helpful in determining offender treatment and individualized needs.

The Contractor shall incorporate all prior assessment information, (Re-Entry and Sanctions Center (RSC) Discharge Summary, Central Intervention Team (CIT) Assessment, or Performance Contract) into its initial individualized assessment/treatment plan and shall also include references to relevant factors in its discharge to support a seamless continuum of care. Results of this individualized assessment shall be documented and maintained in the offender treatment file.

(d) Treatment Plan

Within five (5) business days of admission, the Contractor shall develop an individualized treatment plan for each offender based on the results of the treatment needs assessment and referral information provided by the Government. The treatment plan must contain offender-specific goals and objectives as well as short and long term timeframes and strategies for completion of goals and objectives.

A signed and dated copy (with signatures of both the offender and Contractor staff) of the treatment plan must be maintained in the offender treatment file.

At a minimum, treatment plans must be reviewed and re-assessed monthly. Treatment plans must also be updated and modified when major clinical changes occur or when major life, family, or social circumstances may complicate treatment. Evidence of monthly treatment plan reviews must be documented and maintained in the offender treatment file. This evidence shall be in the form of a signed and dated entry into the progress notes indicating a treatment plan review or in the form of a signed and dated revised treatment plan.

(d) Expectations for Outpatient Traffic Alcohol Program Services (24 sessions)

The Contractor shall provide outpatient substance abuse education services to adult male and female offenders presenting with substance abuse education needs that approximates the ASAM PPC-2 Level I standard of care as identified below.

The Contractor shall provide comprehensive outpatient **traffic alcohol education** services to offenders.

The Contractor shall provide professional clinical services designed to address specific alcohol use/abuse problems for persons deemed amenable for services in an outpatient program.

The Contractor shall ensure that the education services includes no more than six (6) hours per week of counseling sessions on at least two (2) separate occasions. The counseling/therapy services shall include:

Individual: in a full session, this includes face-to-face for one (1) hour.

Individual: in a half-session, this includes face-to-face for thirty (30) minutes

Group: minimum sixty (60) minutes of face to face contact.

The Contractor shall provide a minimum of two (2) to three (3) hours of programming weekly. The programming shall include:

Didactic group sessions – 2 hours/week minimum

Structured Activities: 2 hours weekly of the following are required:

i. Counseling Services (individual, group)

ii. Psycho-education

Family Education and Information sessions as clinically indicated.

The expected outcome of outpatient traffic alcohol education services is to address the offender's substance abuse and to target the level of functioning (i.e. medical and legal) and is designed to educate offenders about the dangers of drinking and driving. The Government will assess the outcome of the education intervention by reviewing the offender's level of functioning 14 days before the offender's discharge date.

Duration - The Government will determine the course of treatment for each offender. The length of treatment is 24 sessions.

(e) Needs Assessment

Within three (3) business days of admission the Contractor shall conduct an individualized needs assessment for each offender. The individualized needs assessment shall utilize the Addiction Severity Index (ASI) or a comparable psychosocial assessment and shall be conducted by a qualified staff person. Any alternative needs assessment tool should be approved by the Government and used consistently by all clinical staff. The Contractor is not required to complete a new ASI if the Government provides an ASI that was conducted within six (6) months of the admission date. In addition to the ASI, the needs assessment must include, at a minimum:

- a. A detailed description of the offender's substance abuse history, mental health history and any prior treatment experiences;
- b. A complete personal history including information related to the offender's educational/vocational achievements and experiences; and
- c. Any other information that may be helpful in determining offender treatment and individualized needs.

The Contractor shall incorporate all prior assessment information, Central Intervention Team (CIT) Assessment, or Performance Contract) into its initial individualized assessment/program plan and shall also include references to relevant factors in its discharge to support return to the community. Results of this individualized assessment shall be documented and maintained in the offender case file.

Program Plan

Within five (5) business days of admission, the Contractor shall develop an individualized treatment plan for each offender based on the results of the treatment needs assessment and referral information provided by the Government. The treatment plan must contain offender-specific goals and objectives as well as timeframes and strategies for completion of goals and objectives.

A signed and dated copy (with signatures of both the offender and Contractor staff) of the program plan must be maintained in the offender treatment file. At a minimum, program plans must be reviewed and re-assessed monthly. Program plans shall also be updated and modified when major clinical changes occur or when major life, family or social circumstances may complicate program participation. Evidence of program reviews must be documented and maintained in the offender program files. This evidence shall be in the form of a signed and dated entry into the progress notes indicating a program plan review or in the form of a signed and dated revised program plan.

(e) Required Service Policies

The Contractor shall develop and implement written service policies and procedures for outpatient treatment services and make them available for review by the Government. The policies shall include the:

Admission criteria for each of the population types identified in section 2.2 should be applied on a case by case basis (i.e., males, females, young adults and sex offenders including any exclusionary factors such as medical or mental health conditions; and other criminal offenses);

- 1) The objectives of the program;
- 2) The criteria used to measure offenders' progress towards attainment of objectives;
- 3) A description of the diagnostic and behavioral interventions utilized by the program; which should include the use of a cognitive behavioral approach to therapy and the use of motivational engagement and enhancement strategies;
- 4) A detailed description of all therapeutic activities provided, including individual, group, and family counseling sessions;
- 5) Safety precautions and procedures;
- 6) Crisis intervention procedures;
- 7) Medical emergency procedures;
- 8) Patient's rights and rules of conduct;
- 9) Personnel policies;
- 10) Methods for addressing offender non-compliance and a description of the established procedures for notifying the government of offender non-compliance;
- 11) Methods for investigating and handling patient grievances;
- 12) Methods for investigating, documenting and tracking unusual incidents;
- 13) A description of the incremental incentives and sanctions used to increase offender engagement in and adherence to the specific modality as identified above;
- 14) A description of the system for supporting a seamless continuum of care;

(f) Required Equipment

The Government will provide on-site office space furnished with standard office equipment (desk, phone, any necessary systems access, and typical office supplies). Temporary access cards will be provided to key personnel who pass an abbreviated background check.

2.4 Mandatory Service Requirements

(a) Referrals and Admissions

The Government will provide a referral package to the Contractor one (1) business day prior to each admission. The referral package shall contain a billing authorization document; admission date; projected discharge date; offender identification information; and supervision contact information; and information relevant to offender. The Government Contracting Office Representative (COR) will provide to the Contractor a referral/billing authorization for each offender referred. The billing authorization shall contain the offender's name; admission date; projected discharge date; the treatment duration; and the maximum dollar amount authorized for the treatment episode; and the invoicing code. Please refer to Section G for specific invoicing instructions. The billing authorization is the only document that makes the Government financially responsible for services rendered. No verbal authorizations will be recognized. The Government is not responsible for services rendered in the absence of a billing authorization or for services rendered beyond the stated authorization period or dollar amount.

(b) Admission Notification

Within 24 hours (or the next business day) of each scheduled admission the Contractor shall notify the Government of all admissions and no-shows, utilizing the Admission Notification form that is provided with each referral/billing authorization.

This notification must be provided in writing via email or facsimile to the COR, and the offender's assigned CSO and TS. This information may be transmitted via facsimile and or email. Specific contact information and notification instructions are found in each referral package.

Failure to adhere with this requirement absolves the Government of financial responsibility for the offender.

(c) Intake

Within 24 hours of admission (or the next business day) the Contractor shall conduct an intake interview with each offender. During the intake interview the Contractor shall conduct a program orientation, identify the offender's primary counselor, provide the offender with a program schedule, and review the offender's rules, rights and responsibilities.

This intake interview shall result in the creation of an individual offender treatment file that shall initially contain the following:

- a. Offender/client personal information sheet
- b. The entire referral package as provided by the Government
- c. A signed and dated copy of the offender's rights and responsibilities and consent to treatment form (bearing the signatures of both the offender and the Contractor's staff)

d. Current medical clearance - Offenders must have PPD/TST TB test results that are valid within one (1) year of the actual treatment placement. Offenders with a history of past positive PPD results will have to provide evidence of a chest x-ray completed within the last five (5) years, and clearance, from a pulmonologist or other qualified public health facility or a physician specializing in pulmonary disease which documents that the offender has not converted and has active disease, but is currently asymptomatic. Such documentation can be obtained by visiting the D.C. Chest Clinic for assessment and screening. Offenders who show signs of disease must adhere to the D.C. Department of Health requirements for medication management and the treatment of Tuberculosis.

The offender treatment file shall be maintained in accordance with Federal Confidentiality Regulations, 42 CFR Part 2.

To the extent allowed by relevant laws and regulations, the Contractor shall have the right to refuse to treat any offender who, after a medical screening, is medically or mentally unstable to be treated by the Contractor or who has recurrent medical or other appointments that unduly interfere with treatment.

(d) Progress Notes

The Contractor shall maintain weekly progress notes for each offender that clearly reflects implementation of the treatment plan and the offender's response to treatment and all other therapeutic interventions. A progress note shall be entered for each service of intervention provided. The individualized progress notes shall be maintained in the offender's treatment file.

The notes shall be maintained in the DAP or SOAP format. Based on the format used, the notes shall contain an entry for each of the following areas: DAP - Data, Assessment, and Plan or SOAP – Subjective, Objective, Assessment and Plan.

Each weekly progress note must be signed and dated by the Contractor's staff. Progress Notes created by Level I direct services staff shall be countersigned by a higher level (e.g. LICSW, LPC, or CAC II) credentialed clinician. All progress notes shall be placed in reverse chronological order, maintained in the offender treatment file with the most recent note on top.

(e) Monthly Progress Report to the Community Supervision Officer and Treatment Specialist

No later than the fifth (5th) business day of each month, the contractor shall submit a written monthly progress report to each offender's CSO and the assigned TS. This information may be transmitted via facsimile or U.S. mail.

The progress report shall identify the offender's adjustment and response to treatment; progress towards goals and objectives in the treatment plan and any problems encountered during the month. The reports shall also include a summary of any unusual incidents and therapeutic interventions used by program staff in an attempt to address the offender's behavior.

The progress reports shall be reviewed and signed monthly by a Clinical Supervisor or Program Director prior to submission to the Government.

(f) Contact Sheets

The Contractor shall document all contact with the CSO or other Government staff on the CSOSA Contact Form (Attachment 2). All contact sheets shall be maintained in reverse chronological order in the offender treatment file with the most recent sheet on top.

(g) Urinalysis

The Government will provide urinalysis results to the Contractor in accordance with each offender's drug testing schedule. All positive urinalysis results will be reported to the Contractor within 24 hours (or the next business day) of discovery.

Results of all urinalysis tests must be maintained in the offender case file.

Random urinalysis tests will be conducted by the Government as deemed necessary. The Government will provide all technical items needed to conduct its own urinalysis examinations.

In cases where there is suspicion of illicit substance use by referred offenders, the Contractor shall notify the Government and request testing.

(h) Compliance Problems

The Contractor shall telephone and email the CSO and Treatment Specialist regarding any non-compliant offender behavior within 24 hours (or the next business day) of each occurrence. Examples of non-compliant behavior include, but are not limited to, intoxication, suspicion of drug use, sexual activity, anti-social behavior, and lack of adequate participation in required treatment programming. In the event that the CSO is unable to be reached, the Contractor must contact the Supervisory CSO (SCSO).

The notification shall be in writing and must include: the offender's name; date and time of the non-compliant behavior; a description of the behavior observed; the name(s) of the CSOSA staff person to whom the incident was reported; the action taken by the Contractor in response to the non-compliance; and the name and telephone number of the reporting person or an alternate person that can be contacted should the Government require additional information from the Contractor.

The preparer shall sign and date the Non-Compliant Behavior report. The Contractor shall email the completed report to the CSO and Treatment Specialist within 24-hours (or the next business day) of the occurrence.

The Contractor shall maintain copies of all non-compliance reports in the offender's file.

(i) Discharge for Non-Compliance

(1.) Discharges for Non-Threatening Behavior

The Contractor shall notify the CSO and TS via telephone or email prior to discharging any offender for non-threatening behavior. In the event that the CSO is unable to be reached, the Contractor must contact the Supervisory CSO (SCSO).

Upon receiving the CSO's/ SCSO's and/or TS concurrence, the Contractor shall discharge the offender with instructions to report to his or her CSO immediately. The Contractor shall document the type of contact made with the Government on the CSOSA contact form.

The Contractor shall prepare and forward a written discharge report to the CSO and Treatment Specialist within eight (8) hours of the offender's discharge. The discharge report must contain:

- the offender's name;
- admission date;

- discharge date;
- length of stay in the program;
- a clear and detailed description of the circumstances under which the offender was discharged including a copy of the unusual incident report; the name of the CSOSA staff persons to whom the incident was reported; and
- the name and telephone number of the reporting person or an alternate person that can be contacted should the Government require additional information from the Contractor.

After signing and dating the discharge report, the preparer shall forward it to the Clinical Supervisor or Program Director for review and signature before submitting it to the Government. Once signed, the Contractor shall email the completed report to the CSO and TS.

The discharge report must be filed in the offender's file.

(2.) Discharges for High Risk or Threatening Behavior

If an offender engages in aggressive behavior(s) and/or poses an imminent threat of harm to self, or others; the Contractor may discharge the offender prior to contacting the CSO. If the behavior constitutes criminal activity or if the offender poses a high risk to self or others, the Contractor must contact the appropriate legal authority (i.e. on-site CSOSA Security). The Contractor shall contact the CSO and TS via telephone and email within one (1) hour of any discharge under these circumstances. In the event that the CSO is unable to be reached, the Contractor shall contact the Supervisory CSO (SCSO). If such an incident occurs during non-business hours, the Contractor must contact the emergency point of contact identified in the referral package to provide notification of the discharge.

If an offender demonstrates an extensive pattern of relapse and/or a repeated inability to control his/her impulses to use alcohol or other drugs, the Contractor shall immediately contact the CSO and TS for an intervention staffing. If the offender fails to comply with the behavior agreed to in the case staffing, the Contractor shall discharge the offender with instructions to report to his/her CSO immediately.

The Contractor shall prepare and forward a written discharge report to the CSO and TS within eight (8) hours of the offender's discharge. The discharge report must contain the:

- offender's name;
- admission date;
- discharge date;
- length of stay in the program;
- a summary of the clinical progress;
- a clear and detailed description of the circumstances under which the offender was discharged including a copy of the unusual incident report; the name of the CSOSA staff persons to whom the incident was reported; and
- the name and telephone number of the reporting person or an alternate person that can be contacted should the Government require additional information from the Contractor.

After signing and dating the discharge report, the preparer shall forward it to the Clinical Supervisor or Program Director for review and signature before submitting it to the Government. Once signed, the Contractor shall email the completed report to the CSO and TS.

The discharge report must be filed in the offender's file.

(j) Discharge Planning

The Contractor shall conduct a discharge planning staffing no later than seven (7) calendar days (CLIN 0001) or 14 calendar days (CLIN 0002) prior to the offender's completion of the program.

The Contractor shall coordinate the discharge planning staffing with the CSO (or his/her designee), the TS, and the offender. This discharge staffing must include a review of the offender's course of treatment, treatment/program plan progress, and recommendations for the next phase of treatment, where warranted.

No later than five (5) calendar days (CLIN 0001) or twelve (12) calendar days (CLIN 0002) prior to the offender's completion of the program, the Contractor shall prepare a written, comprehensive, and individualized discharge planning that summarizes the results of the offenders participation in the program and outlines recommendations for further treatment or other needed services.

No later than three (3) calendar days (CLIN 0001) or ten (10) calendar days (CLIN 0002) prior to the offender's completion of the program, the Contractor shall prepare a written discharge plan. The discharge plan must contain:

- the offender's name;
- the admission date;
- the date of the discharge staffing;
- the persons in attendance for the discharge staffing; the discharge date;
- the length of stay in the program;
- Axis V diagnoses; a summary of the overall treatment experience;
- an aftercare/relapse prevention plan;
- discharge prognosis;
- list of the specific programs the offenders are required to attend for aftercare services such as community mental health care, community based support meeting times, locations with verified addresses and the points of contact; and
- the name and telephone number of a person that can be contacted should the Government require additional information; and the preparer's and Clinical Supervisor or Program Director's signatures

Once signed, the Contractor shall email the completed plan to the CSO and Treatment Specialist within three (3) calendar days (CLIN 0001) or ten (10) calendar days (CLIN 0002) of the offenders' discharge.

The Contractor shall file the signed discharge plan in the offender's file.

For those offenders receiving a recommendation to enter another treatment modality upon discharge, the Contractor is required to forward a copy of the entire treatment file to the appropriate treatment provider. The Government will provide the necessary contact information and forwarding instructions prior to the discharge date. The Contractor is required to provide this information to the subsequent provider at the time of transfer or within 24 hours of a request from the Government.

The Contractor's failure to provide timely notification to the Government of unsuccessful discharges may result in some form of sanction(s) by the Government.

(j) Government Quality Improvement/ Assurance Program

The Contractor shall comply with the Government's quality improvement/ assurance requirements, which include, but are not limited to, announced and unannounced (weekly, monthly, quarterly, annual, and ad hoc) audit visits, consumer surveys, corrective action planning and continuous quality improvement initiatives (see Attachment 8)

The Treatment Specialist(s) will be on site weekly to conduct orientations and clinical staffing and will report any observed incidents and concerns to the COR Quality Improvement Unit Representative (QIUR) .

CORs, QIURs and/or COs will conduct monthly, quarterly, annual and ad hoc audit visits.

The Quality Improvement Unit will conduct quarterly, annual and ad hoc audit visits.

Following the contract award, the government shall identify all sites where services are expected to be performed before any referrals are made to the Contractor. After award, the Contractor shall comply with all of the Government's quality improvement/ assurance requirements including the Government's review cycle (i.e., quarterly and annual audit reviews).

The Contractor shall maintain and make available to the Government upon request a current Quality Control Inspection Log inclusive of the following information:

- I. A detailed copy of programming activities
- II. An outline of all services offered (e.g., drug testing and substance abuse, etc.)
- III. Personnel Files shall include;
 - i. Staff position descriptions,
 - ii. Staff resumes,
 - iii. Criminal history screenings,
 - iv. Current licenses and/or certifications for all staff associated with performance on the contract (where applicable)
- IV. Copy of the Program's Organization Chart
- V. Copies of program accreditations by relevant entity (i.e. District of Columbia Department of Motor Vehicles (DC DMV) Medical Review Unit and the Department of Behavioral Health requirements; the State of Maryland's, Department of Health and Mental Hygiene; the Commonwealth of Virginia's, Department of Behavioral Health and Developmental Services requirements; or any other federal, state or local jurisdiction's behavioral health and/or addictions regulatory agency.
- VI. Professional Liability Insurance
- VII. Annual Financial audit report;
- VIII. Quality Improvement/Assurance Plan;
- IX. Copy of Aggregated Treatment Outcome results
- X. Documented evidence of relevant Annual Professional Development Training of no less than 20 hours (10 internal and 10 external) *and*
- XI. Offender/Client Satisfaction Survey results

The Contractor's performance shall be reviewed by the Government's Quality Improvement Unit in accordance with the Attachment 8: Quality Performance Expectations Matrix:

- (k) Non-Business Hours Contact

The Contractor shall provide a twenty-four (24) hour coverage mechanism to ensure that a knowledgeable member of its clinical staff is available to respond to inquiries by the Government. A telephone answering machine is not acceptable.

(2) Business Closure Protocol

The Contractor shall provide a plan for protocol including any closures of administrative offices and schedule changes (i.e., admission/ point of contact changes) no later than 14 business days prior to the holiday. This plan must be in writing and must be submitted to the referring analyst. This information may be transmitted via facsimile or U.S. mail.

2.5 Facility Requirements

(a) Places of Performance

The Contractor shall perform all services under this contract on-site at the following Court Services and Offender Supervision Agency (CSOSA) locations: (1) 2101 Martin Luther King Jr. Avenue, SE; (2) 910 Rhode Island Avenue, NE; (3) 300 Indiana Avenue, NW, and (4) 25 K Street, NE all located inside the District of Columbia's city limits or as otherwise specified by the Government

The Contractor shall provide on-site services daily and weekly (to include weeknights and/or weekends) in accordance with a schedule provided by the Government. The Contractor shall coordinate work hours at government facilities with the Contracting Officer's Representative (COR). The Contractor shall not perform work at government facilities on federal holidays or other non-work days without prior approval of the COR.

(b) Administrative Office

The Contractor shall maintain an administrative office that shall operate, at a minimum, from 8:30 a.m. to 5:00 p.m. Monday through Friday, except for Federal holidays.

2.6 Certification and Accreditation Requirements

(a) The Contractor shall maintain certification by:

- (1) The State of Maryland, Department of Health and Mental Hygiene;
- (2) The District of Columbia, Department of Behavioral Health;
- (3) The Commonwealth of Virginia, Department of Behavioral Services; and/or
- (4) Any other federal, state or local behavioral health or addictions regulatory body.

(b) Certification shall be maintained throughout the contract period of performance and shall comply with any subsequent revisions or additions to the certification standards for substance abuse treatment programs.

(c) The Contractor shall follow state, county, and local requirements for licensing, and all other applicable regulations regarding substance abuse treatment programs.

2.7 Personnel

(a) Staffing Requirements

All Contractor personnel who handle Personally Identifiable Information (PII) must adhere to CSOSA's personnel security requirements (Section 5.10).

At a minimum, the Contractor shall provide the following staff to perform residential treatment services under this contract:

Clinical Supervisor

Case Manager

Counselor

The above named staff shall be considered Key Personnel direct service providers. Any other staff employed by the Contractor shall be considered indirect service providers.

(b) General Staffing Requirements

The Contractor shall ensure that all staff hired to perform under this contract are personally reliable and duly licensed and/or certified to perform duties associated with this contract.

The Contractor shall ensure that all contract staff are able to meet CSOSA background security checks.

The Contractor shall provide a list of all employees working with CSOSA offenders to the COR. This list shall be current at all times. Changes to the list shall be provided to the COR within 48 hours of any change in status. CSOSA reserves the right to approve any Key Personnel changes for those providers who work directly with CSOSA's offenders to assure that qualifications of contractor personnel are similar to those proposed.

The direct services staff shall maintain a permanent, current, full and unrestricted licensure/certification to perform the services required in this contract. The Contractor shall maintain documentation that staff providing clinical services possess the appropriate licensure/certification and training necessary to perform clinical duties as required by the DC Department of Health Certification Standards for Substance Abuse Treatment Facilities and Programs or prevailing standards in Maryland, Virginia or any other federal, state and local behavioral health or addictions regulatory body.

The direct services staff shall be prohibited from providing services to CSOSA's clients after expiration or revocation of certifications/licensure. The Contractor shall provide copies of all professional licenses and certification to the Government upon request.

All contract staff members (direct and indirect) shall:

Be a citizen of the United States of America

Be at least 21 years of age and must be able to withstand physical demands of the job and capable of responding to emergency situations.

Be able to clear the Government's background investigation (all Key Personnel).

Be able to speak fluently, read, and write the English language

Be deemed drug free by the Contractor before being hired to perform services under this contract and

Submit to random drug testing (on annual basis) by the Contractor and the Contractor shall make test results available to the Government upon request, and

Adhere to the terms of the contract.

The Contractor shall ensure that all contract staff assigned to this contract are tested annually for Tuberculosis using the Purified Protein Derivative (PPD) tuberculin test. Results of all tests shall be provided to the Government upon contract award and each subsequent year, upon request. The Contractor shall provide the test results of its initial contract staff assigned to this contract within 10 days of the contract award. The Government encourages the Contractor to require its staff to maintain current immunizations (i.e., influenza, hepatitis, tetanus, etc.). The Contractor shall remove from performance under this contract any of its staff members that are found or suspected to be suffering from a communicable disease, disorder or respiratory problem.

The Contractor shall make available Clinical Supervisor coverage by telephone 24 hours per day. The Contractor shall ensure that direct staff members are certified in CPR. The Contractor can satisfy this requirement by having at least one direct staff member that is certified in CPR on site during daily business hours .

(c) General Staffing Duties and Qualifications

The Contractor's shall ensure that the Clinical Supervisor, Case Manager, and Counselor staff shall have a caseload ratio of no more than 25:1 for CSOSA offenders.

The Contractor shall assign a co-facilitator for any groups that exceed 25 participants.

Clinical Supervisor

- Duties – At a minimum, the Clinical Supervisor shall be responsible for conducting case presentations, in addition to the following:

case file reviews, case file audits, crisis intervention consultations, reviewing and approving written clinical documents; and providing clinical staff oversight and continuous quality improvement monitoring activities. The Clinical Supervisor shall provide regular clinical supervision of all direct service staff by maintaining scheduled group and individual meetings with all direct care staff to include relevant discussions and updates regarding both administrative and clinical issues. The Clinical Supervisor shall utilize a nationally acceptable model for this activity. All case files audits shall be evidenced by his/her signature as the Clinical Supervisor on a minimum of 20% of all CSOSA cases managed by each direct staff member.

Qualifications - The clinical supervisor shall be an appropriately credentialed professional who is able to assess and treat co-occurring disorders and has specialized training in behavioral health services. The clinical supervisor must possess a:

- I. Masters of Arts or Science degree (behavior health discipline preferred); and
minimum of two (2) years of documented experience as a clinical supervisor in a substance abuse treatment setting.

(4) Case Managers

Duties – At a minimum, the Case Manager(s) shall be responsible for coordinating offender services (i.e., medical, mental health, housing, vocational), 1:1 case planning, preparing treatment, aftercare and discharge plans; completing clinical documentation, and meeting weekly with each assigned offender. They should be proficient in coordinating services (as required) with CSOSA staff and Core Services Agencies.

Qualifications - The Case Manager supervisor shall be an appropriately credentialed professional that is able to assess and treat co-occurring disorders and have specialized training in behavioral health services. The case manager must possess a:

- i. Bachelor of Arts or Science degree (behavior health discipline preferred); and
- ii. minimum of two (2) years of documented clinical experience in treatment behavior management and/or group home setting.

OR

- iii. Level two certification as an Addictions Counselor (CAC- II) issued by NAADAC, ICRC or NCC;

AND

- iv. five (5) years of documented experience as a clinical supervisor in a substance abuse treatment setting.

(5) Counselors

Duties – At a minimum, the Counselor(s) shall be responsible for group facilitation/counseling, 1:1 counseling sessions, completing progress notes and other clinical documentation and meeting weekly with each assigned offender.

Qualifications - The Counselor(s) shall be an appropriately credentialed professional who is trained to provide substance abuse services: The counselor must possess:

- i. Certification as a behavior health / forensic professional
- ii. three (3) years of documented experience as a counselor in a substance abuse treatment setting.

In the absence of a professional credential, the counselor shall possess:

- i. Advanced Certification as a behavior health / forensic professional
- ii. four (4) years of documented experience as a counselor in a substance abuse treatment setting.

(6). Special Requirements

The Contractor shall possess the ability to provide bilingual services (Spanish or other languages) in person or telephonically as needed and services for the hearing impaired through the use of a sign-language interpreter. The Contractor may satisfy this requirement by employing direct services, contract or volunteer providers. If a contract or volunteer interpreter is used, the Offeror must provide a letter of intent in the proposal package. A copy shall be made readily available on site for the Government's review.

2.8 Reporting Requirements

(a) Required Reports

The Contractor shall provide the following reports to the Government in accordance with the terms of this contract:

Report	Reference Section
Admission Notification	2.4(b)
Treatment Needs Assessment	2.4(c)
Treatment/Case Plan	2.4(e)
Progress Notes	2.4(d)
Contact Sheet	2.4(h)
Non-Compliance Report	2.4(j)
Unsuccessful Discharge Report	2.4(k)
Discharge Plan	2.4(l)
Unusual Incident Report	2.8(b)(1)
Monthly Program Activity Report	2.8(b)(2)

(b) Report Descriptions

1. Unusual Incident Report

The Contractor shall report unusual incidents to the Government via telephone and email within eight (8) hours, and in writing no later than five (5) calendar days of each occurrence. Incidents involving any referred offender must be reported to the CSO, COR and the TS. All other incidents must be reported to the COR only. This information may be transmitted via facsimile or email. An unusual incident is an event that affects staff (Government or Contractor) or offenders, which significantly differs from the regular routine or established procedures. Examples include but are not limited to:

- (a) Death, serious illness, injury or incapacitation
- (b) Physical, sexual or verbal abuse of an offender by staff or other residents
- (c) Staff negligence or malpractice
- (d) Fire
- (e) Theft
- (f) Destruction or loss of property, or sudden, serious on-site problems

- (g) Complaints from the offender or his/her family
- (h) Requests for information from the media/press, attorneys law enforcement or Government officials outside of CSOSA
- (i) Offender criminal charges, arrest, or incarceration
- (j) Offender behavior requiring attention of staff not usually involved in their care (hospitalization or emergency room visits etc.)
- (k) Sudden or serious problems in the maintenance of the treatment facility
- (l) Chronic complaints from offenders' families or offenders' themselves;
- (m) Infestations or outbreak of communicable disease; and
- (n) Inappropriate relationships and fraternization between an offender(s) and the Contractor's staff must be reported to the COR and QIUR.
- (o) Copies of any Major Unusual Incident reports provided to Department of Behavioral Health, The State of Maryland's Department and Mental Hygiene, and the Commonwealth of Virginia's Department of Behavioral Health and Developmental Services shall also be made available to the Government

2. Monthly Activity Report

The Contractor shall furnish a monthly activity report to the Government (not to be confused with the monthly progress report to the CSO, Treatment Specialist, CORs and QIURs) in accordance with Attachment 5.

The monthly activity report must accompany the monthly invoice submission. The report provides a summary of program activity and is designed to inform the Government of performance data, significant events, problems and changes associated with the progress of work. This report shall include the following:

- a) total number of referrals received,
- b) the total number of offenders admitted,
- c) total number of successful discharges,
- d) total number of unsuccessful discharges,
- e) reasons for discharge, and
- f) the number of clients who were still active in the program at the end of the month.

The Contractor shall also attach a copy of the Unusual Incident Report(s) for each offender that discharged unsuccessfully.

3. Summary of program activity:

- a) Program identification information (contract name, contract number, date of submission, period covered by the report Performance data
- b) A brief statement of any job injuries or medical emergencies
- c) A brief narrative summarizing any major accomplishments, problems encountered or future plans
- d) Notification of all staff changes
- e) Significant facility changes

All of the above-required topics shall be included as separate sections, however, the comment “none” may be noted, as appropriate, for any given section. Failure to submit this information with the invoice will result in invoice rejection.

The Contracting Officer, COR, QIUR and contractor shall meet as deemed appropriate by all four parties to discuss program issues, contract deliverables, client issues, contractual/financial expenditures etc.

2.9 Government Furnished Information/Forms

(a) Government Furnished Information/Forms

The Government shall provide the following information to the Contractor in accordance with the terms of this contract:

Information/Form	Reference Section
Referral Package	2.4(a)
Billing Authorization	2.4(a)
Contact Sheet Form	2.4(h)
Contact information for forwarding of referral documents	2.4(l)
Monthly Invoice Format	Attachment 6
Positive Urinalysis Notification	2.4(g)

(b) Treatment Tracking Software and Training

Should the use of computerized treatment tracking software become a requirement of this contract, the Government will supply the Contractor with the required software and training on its use.

2.10 Unforeseen Closures and Work Stoppage

A. Government Closures

Uncontrollable or unforeseeable circumstances such as acts of nature, acts of the Government in its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, inclement weather, special Federal or ceremonial events, may cause the Government to close. Under such circumstances, the Government will not pay for services that the Contractor fails to provide.

B. Work Stoppage

The Contractor shall follow the Government’s contingency plan to ensure continuity of services should uncontrollable or unforeseen circumstances occur. The plan will be made available for the Contractor’s review with 14 days of the contract award and post award during the period of performance when any unforeseeable conditions require temporary stoppage of services.

2.11 Contractor Performance Standards

(a) General:

A minimum standard of performance is set forth below to provide guidance for the Contractor in maintaining suitability to perform services.

(b) Responsibilities:

The Contractor cannot subcontract any of the contract requirements specified herein without the express, written consent of the Government.

The Contractor shall be responsible for maintaining satisfactory standards of Employee competency, conduct, appearance, and integrity and shall ensure that all its employees adhere to the Standards of Conduct (set forth below) and meet all applicable health requirements.

The Contractor shall also be responsible for taking any and all such disciplinary action as necessary when contractor employees fail to meet such contract standards or requirements. Failure to do so may constitute contractor nonperformance.

(c) Contractor's and Contractor's Personnel Standards of Conduct

(1) In 5 C.F.R. PART 2635.101, there is guidance on developing a standard for the contractor and contract employees. Also, a minimum code of conduct is set forth below to provide guidance in achieving a greater individual standard. Contractors and contract personnel assigned to the contract shall:

Be courteous and demonstrate good manners toward all Government employees, offenders/defendants and the public.

Maintain a neat, clean, and businesslike appearance and comply with CSOSA dress code standards while on duty. A copy of the standards will be provided by the Government upon contract award.

If a contractor employee should be detained or become aware of being under investigation, by any federal, state or local agency, for any legal or ethical violation, the contractor employee must report this to the appropriate supervisor, no later than the next working day. The designated supervisor shall immediately report the incident to the COR and QIUR. Except in an officially authorized capacity, not possess narcotics, dangerous drugs controlled substances, or marijuana either on or off duty. Abstain from the consumption and possession of alcoholic beverages while on duty. Not report for duty or work under the influence of intoxicants or drugs. Not report for duty or work under any condition that impairs the ability to perform as expected.

Avoid personal and business associations with persons known to be convicted felons or persons known to be connected with criminal activities. This does not apply to immediate family members so long as notification is made to the COR and CSOSA's Office of Security. It is the responsibility of the Contractor to report any relationship (including friendships, family relationships (i.e. relatives), spouses/cohabitants, parental relationships, etc.) with a known offender/defendant immediately to the Contracting Officer and COR.

Avoid any criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct; habitual use of intoxicants or non-prescription drugs to excess.

Report violations of prescribed rules, regulations and any violations of statute or law to the appropriate contractor supervisor, COR or CO.

Not violate security procedures or regulations.

Conduct only official business on Government property.

Do not possess, use, lose, damage, or otherwise take Government property or the property of others without authorization of the COR or CO.

Not visit the duty site during non-duty hours or allow family members and friends to visit the duty site or other operational areas. An exception must be requested in writing and approved by the COR or CO.

Always perform assignments in accordance with prescribed regulations to the best of personal ability and in accordance with safe and secure working procedures and practices.

Refrain from use of abusive or offensive language, quarreling, intimidation by words, actions, fighting and participation in disruptive activities that interfere with normal and efficient operations or that would adversely affect the reputation of CSOSA.

2.12 Offender Case File Management

(a) File Entries

The Contractor staff is required to document all offender encounters in the offender's record in accordance with the Government's requirement as identified in the contract.

(b) File Storage and Removal

The Contractor shall ensure that all offenders' records are stored in a locked file cabinet provided by the Government (where warranted) while on site. To ensure proper tracking of offender's records, the Contractor shall establish a file tracking protocol to ensure that all files are organized in a manner to ensure accountability of the records and proper disposition upon the offender's discharge. All CSOSA referred offender's records shall be segregated from non-CSOSA referral source records.

(c) File Disposition Upon Residents' Discharge

The Contractor shall ensure that all offenders' records are closed and archived in accordance with the Government's record retention schedule and archival procedures.

Within five (5) business days post award, the Government shall provide the Contractor with the record retention and archival procedures.

2.13 QUALITY PERFORMANCE EXPECTATIONS MATRIX

OUTPATIENT / TRAFFIC ALCOHOL PROGRAM

TASKS (References: Clinical Standards.)	Indicators	Acceptable Quality Level	Surveillance/ Reporting Method
1. Facility/ Organizational	1.1 Emergency plan	100% documentation and posting of written emergency procedures for medical emergency, natural disaster, power outage, hazardous environmental conditions, fire, threats, abuse/neglect of client/staff, injury or death of clients/staff, arrest or detention of staff, or other emergency(s) that would endanger health, safety, and welfare of offenders	Contractor –Inspections and on-going maintenance
	1.2 Program Information	85% - A description of the program's services provided, characteristics and needs of populations served, contract services, the affiliation agreements, admission, exclusionary and termination/discharge criteria should be made available to the government	Contractor –Monthly Performance Activity Report
2. Personnel Clinical Standards: DBH (DC), DHMH (MD), and DMHMR (VA)	2.1 Personnel files (contents)	100% of files should include: current job descriptions, evidence of education, training and experience including copies of certifications/licenses, disciplinary records, and documentation of medical clearance	Contractor – Clinical Supervision and Internal QC plan
			Government – Random or Annual COR or QIU File Reviews, Inspections or Observations

	2.2 CSOSA Security clearance	100% of designated staff have current CSOSA security clearances	Contractor – Clinical Supervision and Internal QC plan
			Government – Random, Quarterly or Annual COR or QIU File Reviews, Inspections
	2.3 Staff development plan	100% of staff receive CSOSA contract orientation, continuing education, training in treatment outcomes, concepts of quality improvement, training methods, and how to assess program effectiveness	Contractor – Clinical Supervision and Internal QC plan
	2.4 Employment Practices	100% posting of required federal employment regulation guidelines	Contractor – Clinical Supervision and Internal QC plan
			Government –COR and QIU Random File Reviews
			Public – Employee or customer complaints
	2.5 Clinical Supervision Policy	90% existence of written clinical supervision policy reflecting at a minimum, face to face discussions, observation of performance, case staffing, review of written documentation, and annual performance evaluations	Contractor – Clinical Supervision and Internal QC plan
			Government –COR or QIU Random File Reviews
			Public – Employee or customer complaint
	3.1 Case plan Development	90% of the Case plans are developed within 7days of the offenders' admission	Contractor – Clinical Supervision and Internal QA plan
			Government – TS Clinical Staffing and QA Random File Reviews

3. Client Case Files

Clinical Standards:

DBH (DC), DHMH (MD), and DMHMR (VA)	3.2 Case Plans Review.	90% of the Case plans are reviewed and updated every 30 days	Contractor – Clinical Supervision and Internal QA plan
			Government – TS Clinical Staffing and QA Random File Reviews
	3.3 Progress Note Completion	90% of Offenders have progress notes completed on a weekly basis	Contractor – Clinical Supervision and Internal QA plan
			Government – TS Clinical Staffing and QA Random File Reviews
	3.4 Case Files	85% of case files contain required documentation	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing, COR and QIU Random File Reviews
	3.5 Supervisory Review	20% of all CSOSA cases managed by each direct staff member shall be reviewed and signed by the Clinical Supervisor	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing, COR and QIU Random File Reviews
	3.6 File Maintenance	100% of case files must be segregated from other contractor's client files and stored in a secured location	Contractor – Clinical Supervision and Internal QC plan
			Government – COR, TS and QIU monitoring
	3.7 Records Management	90% of the program files shall be maintained in accordance with Federal Confidentiality Regulations, 42 CFR Part 2.	Contractor – Clinical Supervision and Internal QC plan
			Government – COR, TS and QIU monitoring

4. Intake/Assessment Treatment Planning <i>Clinical Standards:</i> DBH (DC), DHMH (MD), and DMHMR (VA)	4.1 Timely Medical clearance	80% of medical clearance are completed within 72 hours of the offender's admission	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing and QIU Annual/COR Quarterly Reviews
	4.2 Timely Completion of Needs Assessments	90% of the offender's needs assessments are completed within 7 days of admission	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing and QIU Annual/COR Quarterly Reviews
	4.3 Timely Development of case plans	90% of the Case plans are developed within 7days of the offenders' admission	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing and QIU Annual/COR Quarterly Reviews
	4.4 Timely Treatment Plans are Completion	90% of the treatment plans are developed within 7days of the offenders' admission	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing and QIU Annual/COR Quarterly Reviews
	4.5 Treatment Plans are Review	90% of the treatment plans are reviewed per requirement	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing and QIU Annual/COR Quarterly Reviews
	4.6 Clinical Staffing	90% of offenders receive appropriate number of clinical staffing	Contractor – Clinical Supervision and Internal QC plan

			Government – TS Clinical Staffing and QIU Annual/COR Quarterly File Reviews
	4.7 Clinical Staffing Documentation	85% Documentation of clinical staffing	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing and QIU Annual/COR Quarterly Reviews
	4.8 Compliance with Contract Requirements	75% compliance with all other treatment, assessment and planning contract requirements	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing and QIU Annual/COR Quarterly Reviews
5. Discharge Planning <i>Clinical Standards:</i> DBH (DC), DHMH (MD), and DMHMR (VA)	5.1 Timely Preparation of Discharge Plans	90% of the discharge plans are completed within 3 calendar days (36 sessions) or 10 calendar days (54 sessions) prior to the offender's discharge.	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing, and QIU Annual /COR Quarterly Reviews
	5.2 Aftercare Plan Development	90% development of Aftercare plans within, 5 calendar days (36 sessions) or 12 calendar days (54 sessions) prior to the offender's discharge.	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing, and QIU Annual /COR Quarterly Reviews
	5.3 Timely Discharge Planning Staffing.	90% of the discharge staffing occur within 7 calendar days (36 sessions) or 14 calendar days (54 sessions) prior to the offender's discharge	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing, and QIU Annual /COR Quarterly Reviews
	5.4 Unsuccessful Discharges	90% of unsuccessful discharges for non-compliant, high-risk or threatening behavior should be documented to include efforts	Contractor – Clinical Supervision and Internal QC plan

		taken to address behaviors prior to discharge and reporting timeframes to CSO and Treatment Specialist	Government – Monthly Reports, TS Clinical Staffing, and QIU Annual /COR Quarterly File Reviews
	5.5 Discharge Plan Content	90% of the offenders receive a prognostic assessment of the prescribed behavioral modification intervention 7 calendar days (36 sessions) or 14 calendar days (54 sessions) before the offender's discharge	Contractor – Clinical Supervision and Internal QA plan
			Government – TS and CSO monitoring, QA Random File Reviews
6. Patient Rights/ Satisfaction <i>Clinical Standards:</i> DBH (DC), DHMH (MD), and DMHMR (VA)	6.1 Client Rights & Responsibilities		Contractor – Clinical Supervision and Internal QC plan
		90% completion of all clients reviewing and signing a Rights and Responsibilities form	Government – TS Clinical Staffing, and QIU Annual /COR Quarterly File Reviews
	6.2 Client Handbook	90% submission of client handbook to all clients during intake/orientation	Contractor – Clinical Supervision and Internal QC plan
			Government – TS Clinical Staffing, and QIU Annual /COR Quarterly File Reviews
	6.3 Customer Survey	85% Client satisfaction rating for surveys distributed periodically to evaluate customer satisfaction with contractor's services received.	Contractor –Monthly Performance Activity Report
			Government – COR, TS and QIU monitoring
			Public - Customer complaints
	6.4 Customer Complaints	85% timely response to any validated complaints shall be	Contractor –Monthly Performance Activity Report

		properly documented reflecting actions taken and to what extent of resolve/unresolved.	Government – COR, CSO, TS and QIU monitoring
			Public - Customer complaints
7. Individual/ Group Counseling <i>Clinical Standards:</i> DBH (DC), DHMH (MD), and DMHMR (VA)	7.1 Individual counseling	95% of individual addiction counseling session notes should include evidence of exploration of identified problem, examination of attitudes, structured problem-solving, decision-making and application of information presented in the program	Contractor – Clinical Supervision and Internal QC plan
			Government – COR, TS and CSO monitoring; COR or QIU Random File Reviews, Inspections or Observations
	7.2 Frequency of Individual Counseling	95% of clients receive the minimum required number of individual addiction counseling sessions: 1 hour/week	Contractor – Clinical Supervision and Internal QC plan
			Government – COR, TS and CSO monitoring; COR or QIU Random File Reviews, Inspections or Observations
	7.3 Group counseling	95% of group counseling sessions should provide information on problem solving strategies, decision-making and thinking errors and promote pro-social behavior	Contractor – Clinical Supervision and Internal QC plan
			Government – COR, TS and CSO monitoring; COR or QIU Random File Reviews, Inspections or Observations
	7.4 Frequency of Group Counseling	95% of clients receive the minimum required number of individual addiction counseling sessions: 4 hours/week	Contractor – Clinical Supervision and Internal QC plan
			Government – COR, TS and CSO monitoring; COR or QIU Random File Reviews, Inspections or Observations

8. Quality Assurance and Improvement <i>Clinical Standards:</i> DBH (DC), DHMH (MD), and DMHMR (VA)	8.1 Quality Control (QC) Plan	100% Documentation of methodology used to conduct internal quality assurance initiatives and ongoing quality improvements	Contractor – Clinical Supervision and Internal QC plan
			Government – TS clinical staffing, COR or QIU Random File Reviews
	8.2 Implementation of QC Plan	Documented evidence of application of internal quality control practices that identify problems and recommendations for addressing them	Contractor – Clinical Supervision and Internal QC plan
			Government – TS clinical staffing, COR or QIU Random File Reviews
	8.3 Auditing of Client Files	95% of all client files are audited to determine accuracy, completeness, quality and timeliness	Contractor – Clinical Supervision and Internal QC plan
			Government – TS and CSO monitoring, COR or QIU Random File Reviews
	8.4 Quality Improvement Record System	95% documentation of quality improvement record system including monitoring reviews, reports, recommendations, corrective actions and status of previous problems and be available for Government's review	Contractor – Clinical Supervision and Internal QC plan
			Government – TS and CSO monitoring, COR or QIU Random File Reviews
9. Progress Reporting	9.1 Offender Progress Reports	Progress reports are submitted monthly to the CSO and TS for 90% of the offenders	Contractor – Clinical Supervision and Internal QA plan

(Ref SOW:2.8)			Government – TS Clinical Staffing and QA Random File Reviews
	9.2 Discharge Plans Dissemination	90% of the discharge plans are disseminated to the CSO and TS in five business days following the offenders discharge.	Contractor – Clinical Supervision and Internal QA plan
			Government – TS and CSO monitoring, QA Random File Reviews
	9.3 Performance Data	100% of Reports accurately reflect program performance at time of submission	Contractor – Monthly report
			Government – COR File reviews, periodic inspections, random, observations, and customer complaints
	9.4 Monthly Report Timeliness	100% of Monthly Reports are submitted with monthly invoices to the COR by the 5 th day of each month	Contractor – Monthly Report
	9.5 Unusual Incidents	100% notification is made to the Government within 24 hours in cases of unusual incidents regarding clients and/or staff, (i.e. abuse/neglect of client/staff, injury or death of clients/staff, arrest or detention of staff)	Contractor –Monthly Performance Activity Report
			Government – COR, TS and QIU monitoring
			Public - Customer complaints
	9.6 Notification of Emergencies	100% notification is made to the Government within 24 hours in cases of medical emergency, natural disaster, power outage, hazardous environmental conditions, fire, threats, or other emergency(s) that would endanger health, safety, and welfare of offenders or staff.	Contractor –Monthly Performance Activity Report
			Government – COR, TS and QIU monitoring
			Public - Customer complaints

	9.7 Anticipated Interruption of Services Notification	100% written 90-days notification and transition plan (where appropriate) to the government for temporary or permanent interruption of services	Contractor –Monthly Performance Activity Report
			Government – COR, TS and QIU monitoring
			Public - Customer complaints

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE INSTRUCTIONS

A. Requirements and Procedures

The Prompt Payment Act requires that all agencies make payment to their contractors on time, pay interest when payments are late, and take advantage of discounts when offered and when payment is made prior to the discount date.

In accordance with FAR 32.904, payments will not be made to contractors earlier than seven days prior to the due date or later than 30 days after the receipt of a proper invoice or acceptance of the items or services for which the invoice has been submitted, whichever is later. If payment is not made within the 30 day limit, the contractor is entitled to compensation in the form of an interest payment.

B. Payment Procedure for all Invoices

1. Submission of Invoices

Invoices for goods received or services rendered under this contract shall be submitted on a timely basis upon the completion of all services or the delivery of all items required by the contract or order. For contracts or orders requiring services or the delivery of items over several months, the contractor shall invoice on a monthly basis. Contractors performing recurring services should not invoice with a frequency greater than monthly unless provided explicit permission to do so.

All invoices should be sent electronically (Preferred Method) directly from the vendor to Office of Financial Management (FMO) while simultaneously copying the Contracting Officer (CO) and Contracting Officer Representative (COR) at:

Invoices.mailbox@csosa.gov,

Simultaneously copy the COR: TBD

Simultaneously copy the Contract Officer: TBD

Although not preferred, the contractor may mail invoices and any required backup documents. In cases that prohibit an electronic submission, the vendor shall:

Mail the invoice to:

Court Services and Offender Supervision Agency

Office of Financial Management

633 Indiana Avenue, NW
Room 850
Washington, DC, 20004-2902

Invoices sent by vendors to locations other than the email above are not considered officially received by the Agency until actually received and date stamped by OFM.

The following information must be included on the invoice:

1. Contractor Tax Identification Number.
2. Contractor Mailing Address.
3. Contractor Phone Number.
4. Date of Invoice.
5. Contractor Invoice Number (unique).
6. CSOSA Contract / Order Number.
7. CSOSA Contract Line Item Number (CLIN) or item number.
8. Description, price, and quantity of work or services delivered in accordance with the Contract or Purchase Order.
9. Detailed list of date(s) and hour(s) of services performed or merchandise provided to CSOSA.

The contractor must submit an invoice for every CSOSA contract / Order Number. The invoice must identify the specific Contract Line Item Number (CLIN) or item number for which the contractor is seeking payment under the contract or order. If the invoice covers multiple CLIN or item numbers, the invoice must identify specific amounts and activity applicable to each.

2. Specific Documentation

Each month the contractor must submit a report on the status of each contract employee that

was cleared by CSOSA Security. This report must be submitted to the Contracting Officer at the same time as the monthly invoice and include the names of all contract employees working under this agreement. It must also include:

1. Contract Employee Name.
2. Start Date.
3. Status: Active, Back Up or Terminated from this contract with date terminated.

3. Acceptance and Receipt Approval

CSOSA is bound by the Prompt Payment Act (5 CFR Part 1315) to reimburse vendors on the 30th calendar day after a proper and valid invoice is officially received by the Agency. Invoices submitted without required information are not considered proper. If the invoice is disputed / rejected by CSOSA, the COR appointed to the contract or order will notify the contractor in writing of the dispute within seven (7) days of the CSOSA invoice official receipt date (the date stamped on the invoice by OFM). The COR's dispute / rejection notification will identify the specific invoice items and amounts being disputed, reason the items or amounts are disputed, a reference to the specific terms of the contract which supports the government's dispute, copying the Contracting Officer and a request for an immediate explanation and / or corrected invoice. During the period of dispute, the Contractor is not entitled to any payment or interest. Payments will not be made to the Contractor until actual acceptance by the Government occurs.

Contractor inquiries concerning an invoice payment may be made to the COR at any time or to OFM thirty (30) calendar days after a proper invoice has been submitted. The contractor may make payment inquiries to the OFM email address identified above in paragraph "B1" or by calling the OFM Deputy Financial Manager at 202-220-5705.

4. Invoicing Changes

This Contract is subjected to Payment by Electric Funds Transfer (EFT) under the System for Award Management (SAM). It is the responsibility of applicable contractors to register in the SAM government-wide vendor registration database (www.sam.gov) prior to doing business with CSOSA. In accordance with FAR 52.232-33, contractors must establish and update accurate payment remittance (banking) information in SAM. Failure of the contractor to update SAM, and inform OFM, of changes in payment remittance (banking) information may lead to erroneous or delayed payments.

G.2 METHOD OF PAYMENT

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the Contracting Officer not later than 7 days after receipt of notice of award:

(1) Full Name (where practicable), title, telephone number, and complete mailing address of responsible official(s) :

(i) to whom check payments are to be sent, and

(ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(a) Address and telegraphic abbreviation of the correspondent financial institution.

(b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number

G.3 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer may designate in writing one or more Government employees, by name and position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

G.4 CONTRACTING OFFICER'S REPRESENTATIVE

(a) The following person is hereby designated to act as Contracting Officer's Representative under this contract:

To be determined after award

Community Justice Programs
633 Indiana Ave, NW
Washington, DC 20004
Email:
Telephone:

To be determined after award

Quality Improvement Unit
633 Indiana Avenue, NW
Washington, DC 20004
Email:
Telephone:

(b) The COR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes" and/or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of the Work, the Contracting Officer shall issue such changes in writing and signed.

G.5 PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Ch 1) in effect on the date of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

H.2 PERSONNEL SECURITY

The Contractor agrees to adhere to all regulations prescribed by the Government in regards to the safety and security of staff and offenders/defendants. All contractor personnel (employees and sub-contractors) utilized under this contract shall submit to a CSOSA background check and if necessary, a background investigation prior to performing. The intent and purpose of the background check/ investigation is to preclude the assignment of any individual who poses a threat to the Government or successful work completion due to past unlawful or inappropriate behavior. Contractor personnel must be U.S. citizens, or be lawfully permitted to reside in the United States and possess a valid work permit. The Contractor shall ensure that an individual does not begin work under this contract until the background checks are conducted and approved by the CSOSA Office of Security.

CSOSA Background Checks

Once the contract has been awarded, the Contracting Officer (CO) will provide the contractor point-of-contact with the security forms for temporary contractors. Forms to be completed are:

- CSOSA Security Form for Temporary Contractors (Form # CSOSA-SEC-0010)
- CSOSA Credit Release
- PIV Form (to be completed by CO if proximity card is needed. If an access card is not needed, this form is not required).

The CO will provide the completed security forms to the Office of Security to conduct the CSOSA background checks. Once the CSOSA background checks are conducted and approved, the Office of Security will issue security approval to/through the CO, who in turn will notify the contractor and the COR. Only at that time may the Contractor notify an individual to begin work under this contract.

Once an individual has been granted security approval, they can begin work. The contractor must allow up to 30 days for the Office of Security to process the CSOSA background checks.

Derogatory information, falsification of any forms, or refusal to supply information and/or forms may be considered justification for immediate security denial/removal of the individual. CSOSA has the right to request any additional information necessary to complete the CSOSA background check. If contractor personnel fail to provide any of the above information or cooperate with the CSOSA Office of Security, he/she will be disapproved/removed immediately.

Office of Personnel Management (OPM) Background Investigation

Contracts of 180 days or more must undergo a background investigation by OPM in addition to the CSOSA background checks. The Office of Security will provide the additional security forms required for initiation of the OPM background investigation. The contractor will ensure that each individual assigned to this contract provides the following forms to the Office of Security:

- SF-85P, Questionnaire for Public Trust Positions (web-accessible form)---**The Office of Security will provide the link for individuals to complete this form electronically.**
- OF 306, Declaration for Federal Employment
- FD 258, Fingerprint Cards

If an individual is terminated, resigns or for any other reason is no longer working on the contract, the contractor shall ensure that all previously issued Government equipment and material (including government identification card, if one has been issued) is retrieved from that individual and returned to the CO immediately. The contractor must notify the CO immediately when an individual is no longer working on the contract. The CO must immediately notify the Office of Security and Office of Information Technology in writing so all electronic access can be promptly terminated. In addition, the Contractor shall coordinate with the CO or COR to identify a replacement if necessary. Replacements cannot start work until the Office of Security provides approval.

Both the CO and the COR shall ensure that all contractor employees who provide services under the contract have been approved by the Office of Security.

Contractor personnel shall wear or display CSOSA issued identification at all times when performing work at a CSOSA facility. Contractor personnel shall not share or loan any CSOSA identification. All individuals assigned to this contract must report the loss or misplacement of agency identification immediately to the Office of Security.

Any individual who has been temporarily removed or resigned may be required to undergo another CSOSA background check before resuming work.

By responding to the Government's solicitation, contractor personnel agree to provide the requested information and cooperate with the above listed procedures. Any contractors that does not obtain a favorable adjudication for the CSOSA background check or OPM background investigation will be unable to perform services under this contract. The final adjudicative determination will be made at the sole discretion of the Government. Any contractor personnel deemed unsuitable for employment will be unable to perform services under this contract.

H.3 INFORMATION SECURITY

All electronic data containing personally identifiable information (PII) regarding CSOSA staff, offenders and/or clients, must reside within the boundaries of the CSOSA data center. Vendors are prohibited from creating, processing, and/or storing electronic data and information containing personally identifiable information (PII) regarding CSOSA staff, offenders and/or clients on other than government-owned and furnished computing equipment. To clarify, vendors may not create, process, or store electronic data and information containing personally identifiable information (PII)

regarding CSOSA staff, offenders and/or clients on the company computer systems, servers, laptops, mobile devices, smartphones, USB drives, or any online or cloud storage or file back-up system (including but not limited to Dropbox, Google Docs, iCloud, SkyDrive, Mozy, etc.). As appropriate, vendors will obtain CSOSA network and computer systems user accounts, including capabilities for secure remote access where appropriate, and be subject to all agency policies and operational instructions regarding information security and privacy. In the case of secure remote access, the vendor would access the secure CSOSA network via their company or personal computers; however all electronic data and information creation, processing, and storage must occur only on CSOSA servers and information systems via the secure remote connection. Any exceptions must be formally approved in writing by the CSOSA Director, Chief Privacy Officer, Chief Information Security Officer, Records Management Officer, and formally distributed to the vendor in writing via the authorized CSOSA Contracting Officer. If exceptions are granted, specific information security and privacy requirements will be determined and formally provided to the vendor, via a formal modification to the contract, at time of approval. Such requirements will include at minimum, compliance with the Federal Information Security Management Act, privacy Act of 1974, and other applicable laws, regulations, policies and requirements.

The term “personally identifiable information” refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Data Security: Loss and/or Disclosure of Personally Identifiable Information (PII) – Notification of Data Breach

By acceptance of, or performance on, this contract, the contractor agrees that in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to CSOSA's Chief Information Officer and the Contracting Officer's Technical Representative (COR) or Contracting Officer (CO).

H.4 Limitation of Government's Obligation

(a) Contract line item(s) 0001 through 0002 are incrementally funded. For these items, the sum of \$ TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, totals 75% of the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the

applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

H.5 RECORDS MANAGEMENT

The Contractor must manage Federal records in accordance with applicable records management laws and regulations, including but not limited to the Federal Records Act 44 U.S.C. Chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); and 36 CFR Part 1222 and Part 1228.

1. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to inspect, use, dispose of, or disclose such data contained therein as it determines to be in the Agency's or the public interest.

2. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

3. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

4. The Government Agency owns the rights to all data/records and electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

5. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format [paper, electronic, etc.] or mode of transmission [e-mail, fax, etc.] or state of completion [draft, final, etc.].

6. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

7. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

H.6 FILE MAINTENANCE

On the date of admission the contractor(s) shall conduct an intake interview with each offender. During the intake interview the contractor(s) shall identify the offender's primary counselor and review the offender's rights and responsibilities. This intake interview shall result in the creation of an individual offender treatment file that shall initially contain the following:

- Offender/client personal information sheet
- All referral information provided by the Government
- A signed and dated copy of the offender's rights and responsibilities form (bearing the signatures of both the offender and the contractor's staff)
- A signed consent form

The Contractor must maintain a treatment file for each offender. The files should be maintained on CSOSA premises when the service is provided at a CSOSA facility, otherwise, the files may be maintained at the service provider's location in a locked file cabinet with access limited to those persons who provide direct service to the offender. CSOSA treatment files must be maintained separately from non-CSOSA files. At no time should files be removed from the approved facility where services are performed. The offender treatment file must be maintained in accordance with Federal Confidentiality Regulations, 42 CFR, Part II, with the Privacy Act, 5 U.S.C. §552a(b), and other applicable laws. Additional consideration must be given to the District of Columbia Mental Health Information Act, D.C. Official Code §7-1201.01-

§7-1208.07, the D.C. Preventative Health Services Amendment Act confidentiality law D.C. Official Code §7-302, and D.C. Official Code §7-1605 (HIV/AIDS/Cancer Confidentiality).

File material shall be organized chronologically, and should be consistently organized in accordance with standard case management practices. The Contractor shall ensure that staff members maintain complete confidentiality of all CSOSA treatment files. The treatment file shall include at a minimum the:

- Treatment Authorization Package
- All referral information provided by the Government
- CSOSA Consent for the Release of Sensitive Information Forms signed and dated
- Assessment Report
- Treatment Plan signed by the offender, the CSO, the SCSO, and the Contractor
- Sign-in/Sign-out Log
- Weekly Progress Notes
- Monthly Progress Reports
- Clinical Material (if provided)
- Discharge Report/Summary
- CSOSA Contact Sheet

The Contractor shall obtain signed waivers of confidentiality based on the informed assent of the offender. If an offender has more than one therapist or treatment providers, the waiver of confidentiality shall extend to all therapists treating the offender.

H.7 DISCLOSURE OF INFORMATION

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

In performance of this contract, the contractor assumes responsibility for protection of the confidentiality of Government records and shall ensure that all work performed by its subcontractors shall be under the supervision of the contractor or the contractor's responsible employees.

Each officer or employee of the contractor or any of its subcontractors to whom any Government record may be made available or disclosed shall be notified in writing by the contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives

the same with intent to convert it to their use of gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS ALTERNATE II (NOV 2013)	JAN 2014
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS ALTERNATE I (FEB 2000)	JAN 2014
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	SEP 2013
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS ALTERNATE I (AUG 2012)	SEP 2013
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM— DISADVANTAGED STATUS AND REPORTING	JUL 2013

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-41	SERVICE CONTRACT ACT OF 1965	NOV 2007
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT— PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP 2009
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	AUG 2013
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-5	TRADE AGREEMENTS	NOV 2013
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP 2008
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2013
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED- PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.3 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

I.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(a) *Definitions.* As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources,

competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 623220 assigned to contract number CSOSA-14-C-0029.

[Contractor to sign and date and insert authorized signer's name and title].

I.5 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other

sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.6 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

3.0 LIST OF ATTACHMENTS

Attachment No. 1, Referral Package/Billing Authorization

Attachment No. 2, CSOSA Contact Sheet Form

Attachment No. 3, Consent for the Release of Sensitive Offender Information: Substance Abuse Treatment Waiver Form

Attachment No. 4, Consent for the Release of Sensitive Offender Information: HIV/AIDS and Tuberculosis Treatment Form

Attachment No. 5, Performance Targets Report

Attachment No. 6, CSOSA Treatment Monthly Invoice

Attachment No. 7, CSOSA Vendor Clinical Staffing Form

Attachment No. 8, Outpatient and Traffic Alcohol Place Frequencies FY 2008-2013

Attachment No. 9, Past Performance Questionnaire

Attachment No. 1**MEMORANDUM**

To: Treatment Vendor

Through: Program Analyst, COR

From: Referral Placement Coordinator

Date: _____

Subject: Billing Authorization

Enclosed please find a referral package for John Doe (PDID = 123456) who is in need of treatment. The duration of treatment for this offender shall not exceed 28 days.

You are required to complete the attached admission confirmation form within 24 hours of the scheduled admission date. The admission confirmation must be faxed to Treatment Referral Coordinator on (202) 220-5463.

Name	PDID Number	Admission Date	Discharge Date Shall Not Exceed	Pick-Up Location/Time	Obligation/Invoice Shall Not Exceed
John Doe	123456	11/6/05	12/4/06	601 Indiana 10:00 am	\$100.00

No later than 24 hours after the scheduled pick-up, please fax this form back to me on (202) 220-5463 to indicate reasons for non-admission.

Thank you.

FAX

To: Referral Placement Coordinator

From: Treatment Vendor

Date: _____

Name	PDID Number	Vendor	Treatment	Status – Admitted? Yes or No If no, indicate reason
John Doe	123456	Your organization	30 days	601 Indiana 10:00 am

Attachment No. 2

CSOSA CONTACT FORM

[illegible]

Attachment No. 3

**Court Services and Offender Supervision Agency for the District of Columbia
COMMUNITY SUPERVISION SERVICES**

**CONSENT FOR THE RELEASE OF SENSITIVE OFFENDER INFORMATION:
SUBSTANCE ABUSE TREATMENT [DRUG/ALCOHOL]**

I, _____, hereby consent to communication between (Name of offender)

_____ and (Treatment program) the Court Services and Offender Supervision Agency for the District of Columbia regarding the following information: _____
(Nature of the information, as limited as possible)

The purpose of and need for the disclosure is to inform the criminal justice agencies listed above of my attendance and progress in treatment. The information to be disclosed is limited to my diagnosis, my attendance or lack of attendance at treatment sessions, my cooperation with the treatment program, prognosis, and

I understand that this consent will remain effective and cannot be revoked by me until: _____
_____ There has been a formal and effective termination or revocation of probation, or parole, or other proceeding under which I was mandated into treatment, or

(other time when consent can be revoked and/or expires) I also understand that any disclosure made as a result of this authorization is bound by Part 2 of Title 42 of the Code of Federal Regulations governing confidentiality of alcohol and other drug abuse patient records and that the recipient of this information may re-disclose it only in connection with their official duties.

Signature of Offender/ Date Signed Witnessed By/ Date Signed
Offender's Date of Birth
Offender's DCDC Number
Offender's PDID Number

Attachment No 4

**Court Services and Offender Supervision Agency for the District of Columbia
COMMUNITY SUPERVISION SERVICES**

**CONSENT FOR THE RELEASE OF SENSITIVE OFFENDER INFORMATION:
HIV/AIDS AND TUBERCULOSIS TREATMENT [HIV/TB]**

I, _____, hereby consent to communication between (Name of offender)

_____ and (Treatment program) the Court Services and Offender Supervision Agency for the District of Columbia regarding the following information: _____
(Nature of the information, as limited as possible)

The purpose of and need for the disclosure is to inform the criminal justice agencies listed above of my attendance and progress in treatment. The information to be disclosed is limited to my diagnosis, my attendance or lack of attendance at treatment sessions, my cooperation with the treatment program, prognosis, and

I understand that this consent will remain effective and cannot be revoked by me until:
_____ There has been a formal and effective termination or revocation of probation, or parole, or other proceeding under which I was mandated into treatment, or

(other time when consent can be revoked and/or expires) I also understand that any HIV/AIDS disclosures made as a result of this authorization are bound by D.C. Code §6-1204 governing confidentiality of HIV/AIDS patient records and that this information may not be re-disclosed by the recipient without my additional written consent.

Signature of Offender/ Date Signed Witnessed By/Date Signed
Offender's Date of Birth
Offender's DCDC Number
Offender's PDID Number

Attachment No. 5 Performance Targets Report

Contractor Name: _____ Contract Number: _____

Program Address: _____

Treatment Modality: _____

Submitted By: _____ Telephone Number: _____

PERFORMANCE TARGETS

For the Month of _____ Year _____

Instructions: Please complete the numbers and names required for the below tables. Attach additional pages if necessary.

TABLE 1 (Non- RSC Cases)

A. Total Number of active cases at the end of the previous month	
B. Total Scheduled Placements	
No Shows	
Actual Admissions	
C. Total Discharges	
Successful Program Completions (Number and Percentage)	
Unsuccessful Program Completions	
Discharge for non-compliance	
Dropout against clinical advice	
Absconded	
Rearrested/remanded	
Medical/hospitalized	
Administrative	
Supervision period ended	
Total number of active cases at the end of the month	

TABLE 2 (Non-RSC Cases):

Please include the names and PDID numbers of individuals for each category

ADMITTED	NO-SHOWS	SUCCESSFUL COMPLETIONS	UNSUCCESSFUL COMPLETIONS (Please attach discharge reports for each name listed below)

TABLE 3 (RSC Cases)

A. Total Number of active cases at the end of the previous month	
B. Total Scheduled Placements	
No Shows	
Actual Admissions	
C. Total Discharges	
Successful Program Completions (Number and Percentage)	
Unsuccessful Program Completions	
Discharge for non-compliance	
Dropout against clinical advice	
Absconded	
Rearrested/remanded	
Medical/hospitalized	
Administrative	
Supervision period ended	
Total number of active cases at the end of the month	

TABLE 4 (RSC Cases):

Please include the names and PDID numbers of individuals for each category

ADMITTED	NO-SHOWS	SUCCESSFUL COMPLETIONS	UNSUCCESSFUL COMPLETIONS (Please attach discharge reports for each name listed below)

TABLE 5: Monthly CSOSA Contract Staff Changes

New Hires Name (Please attach the medical clearance, resumes, licenses and certifications)	Position Title	Hire Date	Security Clearance Submission Date

Resignations or Terminations	Position Title	Separation Date

TABLE 6: Unusual Incidents

Please attach copies of all incident reports to this monthly report.

A. Total Number of unusual incident reports for the month: _____

	Date of incident	Date report was submitted to CSOSA
B. Type(s) of unusual incidents for the month.		
Death, serious illness, injury or incapacitation		
Physical, sexual or verbal abuse of an offender by staff or others		
Fire		
Theft		
Destruction of loss of property, or sudden/serious problems in the facility		
Offender criminal charges, arrest, or incarceration		
Infestations or outbreak of communicable disease		
Inappropriate relationships/fraternization between an offender and contract staff		
Chronic complaints from offender's families or offenders themselves		

Monthly Physical Plant Issues

(describe all serious facility maintenance problems)

Attachment No. 6 CSOSA Treatment Monthly Invoice

CSOSA TREATMENT MONTHLY INVOICE

Contractor Name _____

Contractor Address _____

Contract Number: _____

Tax ID Number: _____

Document Control Number (DCN) _____

Invoice Number: _____

Date of Submission: _____

Month Billed For: _____

Services Rendered

Offender Name	PDID Number	Admission Date	Discharge Date (or Projected Discharge Date)	Unit Cost	Units Received	Total Client Cost
Total Monthly Charges						

Attachment 7 CSOSA Vendor Clinical Staffing Form

Vendor Clinical Staffing Form

(To be completed monthly by the vendor and placed in Offender file.)

Date: _____

Vendor Name/Location:

Offender Name: _____

Assigned Case Manager:

PDID #: _____

Referring Source:

Arrival Date: _____

Projected Discharge Date:

CSO's _____ name _____ & _____ contact#:

Attendees: _____

I. CLINICAL STAFFINGS

Identify the Clinical Staffing(s) conducted:

_____ ***Initial Staffing***
Staffing

_____ ***Review or Update Staffing***

_____ ***Discharge***

Initial Staffing

Initial Treatment Plan

Completion

date:

ASI completed

Completion

date:

Treatment Goals identified?

Yes _____

No _____

Review/Update Staffing

Review Update(s)

Completion

date(s):

Discharge Staffing *(Complete Section V. Aftercare/Discharge Planning)*

Discharge Summary/Report

Completion

date:

II. OFFENDER STATUS

Is Offender compliant with programming activities?

Yes _____ No _____ (describe below)

If no, did it require an unusual incident report?

Yes _____

No _____

Date

Submitted: _____

Identify Offender's strength(s):

III. MEDICATION

Is the offender on any medications (psychotropic or other types)?

Yes _____ No

If yes, is this information documented properly in the clinical chart?
(give reason)

Yes _____ No _____

Does the offender take his/her medications as prescribed?
reason)

Yes _____ No _____ (give

IV. PROGRESS REPORTING/UPDATES

Progress notes completed weekly?

Yes _____

No _____

Any clinical progress/changes observed/documentated since first or most recent staffing? Yes _____
No _____ N/A _____

Any existing significant behaviors (observed or reported)?
No _____

Yes _____ (describe below)

V. AFTERCARE/DISCHARGE PLANNING

Does the offender have an Aftercare Plan (with his/her input) to include community support services?

Yes _____ No _____ (give reason)

Does the offender have a Discharge Summary completed (5-days) prior to discharge?

Yes _____ No _____ (give reason) N/A (28-days residential)

Is the offender linked in the community for medical and/or mental health services?

Yes _____ (indicate where below) No _____ (give reason below) N/A

No Clinical Staffings were conducted _____ (explanation required)

Attachment 8 Outpatient and Traffic Alcohol Placement Frequencies FY 2008-2013

FY	Placement Month	FREQUENCIES
2008	Oct-07	51
	Nov-07	62
	Dec-07	75
	Jan-08	99
	Feb-08	93
	Mar-08	84
	Apr-08	139
	May-08	154
	Jun-08	131
	Jul-08	140
	Aug-08	157
	Sep-08	176
	Subtotal	1361
2009	Oct-08	107
	Nov-08	125
	Dec-08	102
	Jan-09	121
	Feb-09	106
	Mar-09	199
	Apr-09	165
	May-09	89
	Jun-09	165
	Jul-09	96
	Aug-09	82
	Sep-09	120
	Subtotal	1477
2010	Oct-09	18
	Nov-09	55
	Dec-09	82
	Jan-10	144
	Feb-10	83
	Mar-10	152
	Apr-10	102
	May-10	116
	Jun-10	124
	Jul-10	133
	Aug-10	91
	Sep-10	135
	Subtotal	1235
2011	Oct-10	106

	Nov-10	64
	Dec-10	109
	Jan-11	94
	Feb-11	110
	Mar-11	130
	Apr-11	112
	May-11	128
	Jun-11	131
	Jul-11	116
	Aug-11	120
	Sep-11	176
	Subtotal	1396
2012	Oct-11	80
	Nov-11	84
	Dec-11	97
	Jan-12	172
	Feb-12	117
	Mar-12	144
	Apr-12	120
	May-12	125
	Jun-12	107
	Jul-12	76
	Aug-12	92
	Sep-12	78
	Subtotal	1292
2013	Oct-12	61
	Nov-12	71
	Dec-12	84
	Jan-13	85
	Feb-13	65
	Mar-13	106
	Apr-13	83
	May-13	74
	Jun-13	63
	Jul-13	67
	Aug-13	60
	Sep-13	52
	Subtotal	871

GRAND TOTAL

7632

ANNUAL AVERAGE

1272

Attachment 9 Past Performance Questionnaire

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

When Filled In This document Is Source Selection
Information IAW FAR 2.101 and 3.104

CONTRACTOR'S NAME: _____ CONTRACT NUMBER _____

1. The survey should be completed by the individual most knowledgeable of the Contractor's day-to-day operations and overall condition of services being rendered. However, that individual is encouraged to supplement their own knowledge of the Contractor's performance with the judgment of others in their organization, as applicable.
2. Handwritten responses are sufficient. Please make them legible.
3. Please provide explanatory narratives for as many responses as possible. These narratives need not be lengthy, just descriptive. Space for narrative comments is included on the last page of the survey. If more space is needed, additional pages may be added.
4. As the survey relates to an ongoing source selection for the services for "Re-Entry & Sanctions Center," we request that all information provided within the survey be safeguarded against unauthorized disclosure.

A. **GENERAL INFORMATION:** Please correct any information below known to be inaccurate:

Contractor's _____ Address: _____
Name: Telephone _____
Number: Fax _____
Number: _____
Point of _____
Contact: _____

Project Title or Brief Description of Work: _____ *

Contract Number Provided by _____ Dollar Amount: \$ _____ *

Offeror: _____

Contract Period or Dates of Performance Provided by Offeror: _____ *

****Note: If offeror holds or has held other contracts with your agency/organization in the last 3 years, please complete separate evaluation forms for those contracts as well.***

Contractor performed as the ☐ Prime Contractor ☐ Sub-Contractor ☐ Key

Personnel. B. **RESPONDENT INFORMATION:**

Name of Respondent: _____ Title: _____

Company _____
Name/Address: _____

T
e
l
e
p
h
o
n

e Number: Fax _____
Number: _____
Email Address: _____

C. **E-MAIL COMPLETED SURVEY FORM TO:** Eartha.coleman@CSOSA.gov and Zalma.Ross@csosa.gov

D. **PERFORMANCE INFORMATION:** Choose the number on the scale of 1 to 6 that most accurately describes the contractor's performance or situation. ***PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF 1, 2 OR 3.***

1	2	3	4	5	6
NEUTRAL	UNSATIS- FACTORY	MARGINAL	SATISFACTORY	GOOD	EXCEPTIONAL

Performance was not observed or not applicable to the current effort being reported against.	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub- element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	Performance does not meet some contractual requirements . The contractual performance of the element or sub- element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented .	Performance meets contractual requirements . The contractual performance of the element or sub- element contains some minor problems for which corrective actions taken by the contractor were satisfactory.	Performance meets contractual requirements with some exceeded to the Government's benefit. The contractual performance of the element or sub- element being assessed was accomplished with no more than some minor problems for which corrective actions taken by the contractor were effective.	Performance meets contractual requirements with many exceeded to the Government's benefit. The contractual performance of the element or sub- element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.
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Place an "X" in the appropriate column using the definitions matrix above.

	SCHEDULE						
1.	Contractor's responsiveness/timeliness in providing the required services.	1	2	3	4	5	6
2.	Contractor's responsiveness/timeliness to administrative functions of the contract.	1	2	3	4	5	6
3.	Contractor's responsiveness/timeliness in responding to questions or correspondence.	1	2	3	4	5	6

4.	Contractor's compliance with contract terms and conditions.	1	2	3	4	5	6
5.	Were any contract concessions/changes/terminations made due to the contractor's failure to accurately plan?	Yes	No				
	MANAGEMENT OF KEY PERSONNEL						
6.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6
7.	Contractor's preparation & training of personnel.	1	2	3	4	5	6
8.	Contractor's ability to effectively manage subordinates.	1	2	3	4	5	6
	QUALITY OF SERVICES						
9.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6
10.	Followed approved quality control plan.	1	2	3	4	5	6
11.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6
12.	Provided timely resolution of contract discrepancies.	1	2	3	4	5	6
13.	Identified problems as they occurred.	1	2	3	4	5	6
14.	Suggested alternative approaches to problems.	1	2	3	4	5	6
15.	Displayed initiative to solve problems.	1	2	3	4	5	6
16.	Developed realistic progress schedules.	1	2	3	4	5	6
17.	Met established project schedules.	1	2	3	4	5	6

18.	Contractor's ability to assimilate & accommodate changes in contractual requirements and/or priority.	1	2	3	4	5	6
19.	Contractor's exhibited knowledge of and compliance with Government (or other) regulations.	1	2	3	4	5	6
20.	Contractor's demonstration of technical expertise in providing all contractual services.	1	2	3	4	5	6
21.	Contractor possession/utilization of tools/equipment necessary for adequately providing the required services.	1	2	3	4	5	6
22.	Contractor's accomplishment in meeting the Quality standards specified for:						
	a. Technical Performance	1	2	3	4	5	6
	b. Administrative Performance	1	2	3	4	5	6
	c. Safety & Health	1	2	3	4	5	6
23.	Has the Contractor ever failed to effectively control the quality of services provided? If yes, please explain in Remarks Section.	Yes	No				
24.	Has a Contract Discrepancy Report (or equivalent) ever been issued? If yes, please explain in the Remarks Section	Yes	No				
25.	Has a Cure Notice or Show Cause Letter ever been issued? If yes, please explain in the Remarks Section	Yes	No				
26.	Have there been any disputes/claims relative to the contract? If yes, please explain in the Remarks Section	Yes	No				
27.	Has a Contractor demonstrated the ability to correct any of the problems referenced above? If yes, please explain in the Remarks Section	Yes	No				
28.	Has a Contract been terminated for default? If yes, please explain in the Remarks Section	Yes	No				

29.	Has an election ever been made to not exercise an option due to the Contractor's poor performance? If yes, please explain in the Remarks Section	Yes	No				
	BUSINESS RELATIONS						
30.	Contractor's management of subcontracts.	1	2	3	4	5	6
31.	Have there been any labor disputes? If yes, please explain in the Remarks Section	Yes	No				
32.	Have there been any violations of Public Law, especially the Service Contract Act? If yes, please explain in the Remarks Section	Yes	No				
33.	Contractor's ability/willingness to consistently provide prompt and courteous service.	1	2	3	4	5	6
34.	Contractor's ability/willingness to promptly and courteously resolve customer complaints.	1	2	3	4	5	6
35.	Contractor's overall commitment to customer satisfaction.	1	2	3	4	5	6
36.	Contractor's overall cooperation relative to this contract.	1	2	3	4	5	6
37.	How would you rate the integration and coordination of all activity needed to perform this contract?	1	2	3	4	5	6
38.	How would you the Contractor's overall performance?	1	2	3	4	5	6
39.	Would you award another contract to this Contractor? If not, please explain in the Remarks Section	Yes	No				

Remarks:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFERORS

K.1. 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is **624190**

(2) The small business size standard is **\$11 Million**

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☐ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

☐ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

☐ (iii) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

☐ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

☐ (ix) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below *[offeror to insert changes, identifying change by clause number, title, date]*. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation (JUL 2009).

(a) *Definition.* “Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

Section L – Instructions, Conditions and Notices to Bidders

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at either of these addresses:

<http://farsite.hill.af.mil>

<http://www.acquisition.gov/far/>

PROVISIONS INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number
52.214-34	Submission Of Offers In The English Language
52.214-35	Submission Of Offers In U.S. Currency
52.215-1	Instructions to Offerors--Competitive Acquisition
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.222-46	Evaluation Of Compensation For Professional Employees

PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

52.233-2 SERVICE OF PROTEST

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Crandell McDonald
633 Indiana Avenue NW
Washington, DC 20004

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-1 SPECIAL NOTICE TO OFFERORS

The Government may evaluate proposals and award a contract without discussions. Therefore, the offeror's initial proposal should contain the offeror's best terms from a technical and price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

L-1.1 Failure to submit any of the information requested by this solicitation may be cause for unfavorable consideration.

L-1.2 Offerors are advised that the Government will utilize ASI Government, LLC, and their subcontractors and consultants, to assist during the source selection. The exclusive responsibility for source selection will reside with the Government. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR. These companies are bound contractually by Organizational Conflict of Interest and disclosure clauses with respect to proprietary information. Contractor personnel assisting in the proposal evaluation are procurement officials within the meaning of the Act, and will take all necessary action to preclude unauthorized use or disclosure of a competing Contractor's proprietary data.

L-1.3 Upon receipt, all proposals become Government property. After contract award, the unsuccessful offerors will be required to return to the Government all information, data, drawings, specifications, etc., provided to the offerors by the Government.

L-1.4 Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. The Government reserves the right to phase the project based upon funds available. The phases will be based on the successful offeror's cost proposal submitted in accordance with Section L herein.

L-2 CONFIDENTIAL INFORMATION

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If an offeror's submissions contain information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC§552(b)(4)], the offeror should mark its submissions in the following manner:

The following notice should be placed on the title page: "Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s) _____."

Each individual item considered privileged or confidential under FOIA should be marked with the following notice: "The data or information is considered confidential or privileged, and is not subject to mandatory disclosure under the Freedom of Information Act."

L-3 SOLICITATION RESPONSE REQUIREMENTS

L-3.1 GENERAL

To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of four (4) separate Volumes parts:

Volume I – Technical Approach, Baseline Management Plan, Quality Control Plan, and Resumes shall be submitted by email in softcopy format with text no smaller than 12-point font type. Volume I shall not exceed thirty (3) pages,

excluding the cover page, Table of Contents, List of Tables and Figures, List of Acronyms, Legal Offer, Section K, and Key Personnel Resumes. Any pages beyond the thirty (30) page limit will be removed from the proposal and not considered. Tables and graphs may utilize 10-point font. The following items shall be included:

- a. One (1) cover page
 - b. Table of Contents
 - c. List of Tables and Figures
 - d. List of Acronyms
 - e. Legal Offer: Identification and cover letter
 - f. Completed Section K
 - g. Key Personnel Resumes and Commitment Letters per each Key Personnel
-
- a. Technical Approach - Offeror's proposal should demonstrate the offeror's methodology to meeting the overall technical approach. The narrative shall not be a simple restatement of the Solicitation requirements, but rather a detailed explanation of how the offeror will meet all contract requirements.
 - b. Baseline Management Plan – Offeror's proposal should provide a clear description of how the integration of personnel, management model, and support services demonstrate an efficient use of offeror's resources in support of the SOW requirements. Proposal should fully describe activities involved for each task enumerated in the SOW. The offeror should present a clear description of the offeror's security measures for protection of personally identifiable information (PII), including the use of CSOSA's secure email system, etc.
 - c. Resumes - Proposal should provide adequate information to assess offeror's proposed staff's qualification, experience, and suitability. Proposal describes how each proposed person matches the duties and qualifications that are required, via position descriptions, resumes, certification/licensure, degrees, and the work performed. Proposal explains how their experience, and/or qualifications make them a good match for what is required. Offeror's proposal shall identify and specific labor categories that it plans to use in the performance of each CLIN. Proposed personnel must meet the minimum requirements that are stated in the SOW.
 - d. Quality Control Plan - Offeror identifies the internal controls and quality assurance procedures for self-inspecting the quality, timeliness, responsiveness, and customer satisfaction with the services rendered.

Volume II – Past Performance summary shall not exceed six (6) pages.

- a. Past performance will be evaluated based on how well the offerors completed Attached J9, Past Performance Questionnaires, and information available in government past performance databases demonstrate that the offeror has a past history of completing relevant, comparable work successfully. Relevant, comparable past performance involves work that was performed in the last three years, that is similar in subject matter to what is described in the Statement of Work and that is not substantially smaller, measured in terms of annual dollar value, to the current requirement.

Volume III - Price Proposal will consist of a completed Section B with Unit Prices and Total for each Item Number

- a. Price proposals must generally adhere to the pricing structure established in Section B, Schedule of Prices. Each offeror's price proposal must be based on the offeror's own technical proposal, the Government's specifications, and other contractual requirements. If the prices to be used are based on a published price list, or catalog, the offeror shall so state, and provide a copy of the document with their price proposal. If the prices are to be based on established market price, not otherwise published, or are prices applicable only to the proposed contract, the offeror shall so state.

Volume IV - Small Business Subcontracting Plan (Large Businesses Only) in accordance with FAR Clause 52.219-9 Small Business Subcontracting Plan (OCT 2015)

The Contracting Officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists, no additional cost information will be requested and certification under [FAR 15.406-2](#) will not be required. However, if at any time during this competition the Contracting Officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

All Questions are due not later than Thursday, May 01, 2017, 12:00 P.M. Eastern Standard Time and submitted directly to Zalma.Ross@csosa.gov and cc: William.Hall@csosa.gov. Responses to questions will only be available via an amendment to the RFP which will be posted on FBO. Please make your questions very clear and concise.

Response to this RFP shall be submitted no later than Thursday, May 18, 2017 at 12:00 P.M. Eastern Standard Time. All submissions shall be in PDF or Excel formats (for pricing). The quote shall be submitted directly through Federal Business Opportunities website (www.fbo.gov) and provide a copy to Zalma.Ross@csosa.gov and cc: William.Hall@csosa.gov via email. Emails have a 5MB limitation on total file size, therefore, if it is necessary to submit more than 1 email, emails should be labeled 1 of x, 2 of x, 3 of x, etc. Proposals received in any other method shall not be accepted or reviewed. Proposals received after this time will not be reviewed or accepted.

The quote MUST include the following information:

1. Tax identification number (TIN)
2. Dun & Bradstreet Number (DUNS)
3. Complete Business Mailing Address
4. Contact Name
5. Contact Phone
6. Contact Fax number
7. Contact email address
8. Date of Quote and expiration Date (quote should be valid for 60 days).

The Contractor shall address an understanding of the overall and specific requirements of the Statement of Work (SOW); convey the Contractor's capabilities for transforming their understanding into accomplishments for performing the contract, and any other miscellaneous issues of which the Government should be aware.

The Contractor shall indicate if any technical assumptions have been made, conditions have been stipulated or exceptions have been taken with the Government SOW as written. If technical assumptions are not noted, it will be assumed that the vendor's quote reflects no technical assumptions for award and agrees to comply with all of the terms and conditions set forth herein.

Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic award. To account for the additional six month option period possible under 52.217-8, the Government will take the price for all CLINs in the final option year, prorated to a six month value, and add it to the sum of all CLINs (base plus all option years). This amount will be the total evaluated price. The Government may determine

that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options.

The offeror shall submit documentation illustrating their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror's proposal against the evaluation criteria. Also, this documentation shall cover all aspects of this solicitation and include the offeror's approach for integration and program management activities. Proposals must clearly demonstrate how the offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired.

The offerors shall describe their proposals, through the use of graphs, charts, diagrams and narrative, in sufficient detail for the Government to understand and evaluate the nature of the approach. In its evaluation, the Government will consider the degree of substantiation of the proposed approaches in the proposal volumes and in response to any discussions if held.

All correspondence in conjunction with this solicitation should be directed to the Government Contract Specialist identified below:

Contract Specialist's Name: Zalma Ross
E-mail address: Zalma.Ross@csosa.gov

Solicitation information and amendments will be posted to the Federal Business Opportunities website at www.fbo.gov. Offerors may e-mail written questions requesting clarification of the RFP to the Government via the Contract Specialist, Zalma Ross at: Zalma.Ross@csosa.gov.

Section M – Evaluation Factors for Award

PROVISIONS INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

M–1 AWARD BASED ON BEST VALUE COST/TECHNICAL TRADEOFF TO THE GOVERNMENT

The Government will award to the offeror whose proposal offers the best value in terms of Technical Approach, Baseline Management Plan, Resumes, Quality Control Plan, Past Performance and Price as prescribed in Section M-3 of this solicitation. Within the best value continuum, the Government will employ a Cost/Technical Tradeoff analysis of cost or price and non-cost factors (FAR 15.101-1) in evaluating the proposals submitted.

Proposals will be assessed for how well the offeror's proposal meets the solicitation requirements and the risks associated with the offeror's approach. Determining how well the offeror's proposal meets the solicitation requirements will be accomplished in two steps. First, a determination will be made if the offeror's proposal meets the solicitation requirements. Next, the discriminators will be identified for the proposals reflecting the unique strengths, weaknesses, significant weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government.

In order to make a sound selection decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. Hence, a catalog of the strengths, weaknesses, and deficiencies (in terms of the evaluation criteria) facilitates the process of determining which proposal presents the best overall value to the Government.

M–2 BASIS FOR CONTRACT AWARD

Unless all offers are rejected, award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value to the Government, price and other factors considered. In determining the best overall response, the combined non-cost factors are more important than the price factor; however, price is a significant factor. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost.

Offerors must satisfy the requirements described in the evaluation criteria, as well as all other RFP requirements.

M–3 EVALUATION FACTORS AND RATING METHODOLOGY

M–3.1 EVALUATION FACTORS

The Government will use the following six (6) factors to evaluate proposals and make a best value determination (factors are listed in descending order of importance):

1. Technical Approach
2. Baseline Management Plan
3. Resumes
4. Quality Control Plan
5. Past Performance
6. Price

Experience and Technical Approach are equally important. Factors 1 and 2 are more important than Factor 3, Past Performance. Factors, 1, 2, and 3, when combined are significantly more important than price.

The evaluation will be based on a complete assessment of the offeror's proposal.

M-3.2 ADJECTIVAL RATINGS FOR EVALUATION FACTORS 1, 2, 3, and 4

The following adjectival rating descriptions shall be used for Evaluation Factor 1 and 2:

Excellent: Proposal satisfies all of the government's requirements and evidences an excellent understanding of the work to be performed. Proposal contains more than one strength and no weaknesses or deficiencies. Proposal has an overall low degree of risk in meeting the government's requirements. .

Good: Proposal satisfies all of the government's requirements and evidences a good understanding of the work to be performed. Proposal contains at least one strength which is not offset by weaknesses. Proposal contains no deficiencies. Proposal has an overall low to moderate degree of risk in meeting the government's requirements.

Acceptable Proposal satisfies all of the government's requirements and evidences an acceptable understanding of the work to be performed. Proposal may contain one or more strengths which are offset by weaknesses. Proposal contains no deficiencies. Proposal has an overall moderate degree of risk in meeting the government's requirements.

Marginal: Proposal satisfies all of the government's requirements and evidences a minimal understanding of the work to be performed. Proposal contains no strengths and one or more weaknesses. Proposal contains no deficiencies. Proposal has an overall high degree of risk in meeting the government's requirements.

Unacceptable: Proposal contains major error(s), omission(s), or deficiency(ies) that indicate a lack of understanding of the work to be performed. Proposal has a very high degree of risk in meeting the government's requirements. None of these conditions can be corrected without a major rewrite or major revision of the proposal.

or

Proposal meets elements of any of the above ratings but contains one or more deficiencies.

M-3.3 ADJECTIVAL RATINGS FOR EVALUATION FACTOR 5

Past performance evaluation results in an assessment of the offeror's probability of meeting the solicitation requirements. The past performance evaluation will consider each offeror's demonstrated recent and relevant record of performing work similar in size, scope and relevance.

- a. One performance confidence assessment rating will be assigned for each offeror after evaluating the offeror's recent past performance, focusing on performance that is relevant to the contract requirements/SOW.
- b. Past performance will be evaluated in accordance with the performance confidence assessment ratings listed below. An offer with an overall performance confidence rating of "Unacceptable - No Confidence" for this factor will not be eligible for award.

Rating System for Evaluation of Factor 3, Past Performance	
RATING	DEFINITION

EXCELLENT	Based on an offeror's past performance record, no doubt exists that the offeror will successfully perform the required effort.
GOOD	Based on an offeror's past performance record, very little doubt exists that the offeror will successfully perform the required effort.
ACCEPTABLE	Based on an offeror's past performance record, some doubt exists that the offeror will successfully perform the required effort.
MARGINAL	Based on an offeror's past performance record, substantial doubt exists that the offeror will successfully perform the required effort.
UNACCEPTABLE	Based on an offeror's past performance record, extreme doubt exists the offeror will successfully perform the required effort.
NEUTRAL	No relevant past performance record is identifiable upon which to base a meaningful past performance rating. This is neither a negative nor a positive rating.

M-3.4 NO ADJECTIVAL RATING WILL BE USED FOR FACTOR 6

The Government will evaluate Price to ensure it is complete, reasonable and realistic by verifying that all prices and cost to the Government are in accordance with the FAR. Each offeror will be evaluated to determine that the total price proposed is fair and reasonable.

M-3.4.1 EVALUATION

M-3.4.2 EVALUATION FACTOR 1- TECHNICAL APPROACH

Offeror's proposal provides a narrative explaining or demonstrating the offeror's methodology to meeting the overall technical approach. The narrative shall not be a simple restatement of the Solicitation requirements, but rather a detailed explanation of how the offeror will meet all contract requirements.

M-3.4.3 Planned technical approach develops and applies effective therapeutic interventions for offenders

M-3.4.4 Demonstrates understanding of Treatment Program Objectives, identifying references to the most recent evidence-based research (at least within the last ten (10) years) that support increased compliance and decreased substance abuse.

M-3.4.5 Provides description of therapeutic interventions and psycho-educational modules that meet program objectives/goals. Successfully demonstrates use of CBT, group intervention, or other effective, evidence-based practices.

M-3.4.6 Clearly states appropriate criteria used to measure offenders' progress towards attainment of the program objectives. (Negative drug testing, completing task assignments, etc.)

M-3.4.7 Offeror demonstrates that at least 50% will successfully complete the program.

M-3.5 EVALUATION FACTOR 2 – BASELINE MANAGEMENT PLAN

Offeror provides a clear description of how the integration of personnel, management model, and support services demonstrate an efficient use of offeror's resources in support of the SOW requirements. Fully describes activities involved for each task enumerated in the SOW. The offeror should present a clear description of the offeror's security measures for protection of personally identifiable information (PII), including the use of CSOSA's secure email system, etc.

M-3.5.1 Staffing plans should include a time chart which outlines a staff schedule that delineates complete program coverage. Offeror shall include an organizational chart that lists the staff names and titles and demonstrates who performs which duties. Offeror clearly show complete and on-going coverage for the entire period of the contract performance.

M-3.5.2 Offerors supervision protocol (i.e., levels of accountability and responsibility)/chain of command is clear and logical.

M-3.5.3 Offerors proposed funds tracking system maintains current and total expenditures for each offender's programs. Proposal includes internal controls needed to effectively track and manage funds.

M-3.5.4 Offeror identifies admission criteria for each of the population types identified in Section 2.2 (i.e., males, females, young adults and sex offenders, and clarifies exclusion reasons, if any).

M-3.6 EVALUATION FACTOR 3 – RESUMES

Proposal provides adequate information to assess offeror's proposed staff's qualification, experience, and suitability. Describes how each proposed person matches the duties and qualifications that are required, via position descriptions, resumes, certification/licensure, degrees, and the work performed. Explains how their experience, and/or qualifications make them a good match for what is required. Offeror's proposal shall identify and specific labor categories that it plans to use in the performance of each CLIN. Proposed personnel must meet the minimum requirements that are stated in the SOW.

M-3.6.1 Offeror clearly describes how each proposed person matches the tasks and qualifications that are required, via position descriptions, resumes, certifications/licensures, degrees. Explains how each person's experience, and/or qualifications make them a good match for what is required.

M-3.6.2 The Case Manager meets or exceeds the minimum experience and education requirements.

M-3.6.3 The Clinical Supervisor meets or exceeds the minimum experience and education requirements.

M-3.6.4 The Counselors meet or exceed the minimum experience and education requirements.

M-3.6.5 Offeror's proposal clearly demonstrate the relationship between past staff experience and the proposed duties and qualifications in the SOW. The offeror proposes staff that, when taken together, have all of the required expertise.

M-3.6 Offeror proposal includes interpreter services for Spanish and other languages (as required), and hearing impaired (as needed). If offeror proposes to subcontract interpreter or hearing impaired support subcontractor, a letter of intent from the proposed subcontractor is provided.

M-3.7 EVALUATION FACTOR 4 – QUALITY CONTROL PLAN

Offeror identifies the internal controls and quality assurance procedures for self-inspecting the quality, timeliness, responsiveness, and customer satisfaction with the services rendered.

M-3.7.1 Proposal describes in detail how the offeror plans to perform the services identifies in the SOW.

M-3.7.2 Offeror's deliverable schedule contains all required reporting items with acceptable timeframes for delivery. Reporting requirements are complete and follow the schedule guidelines.

M-3.7.3 Offeror's personnel standards of conduct conform with the Government's ethical standards, including personal boundaries, no business associations, etc.

M-3.7.4 Offeror's proposal contains responsible and organized case file management policies and processes regarding file entries, storage, internal tracking, and disposition upon resident discharge.

M-3.7.5 Offeror's proposal contains copies of: organization chart, agreement/memoranda of understanding with organizations that provide ancillary services, liability insurance certificate, and any accreditations.

M-3.7.6 Offeror provides Internal Control and Quality Assurance Plan that includes the methodology used to conduct internal quality assurance initiatives and ongoing quality improvements.

M-3.8 EVALUATION FACTOR 5 – PAST PERFORMANCE

Past performance will be evaluated based on how well the offerors completed Attached J9, Past Performance Questionnaires, and information available in government past performance databases demonstrate that the offeror has a past history of completing relevant, comparable work successfully. Relevant, comparable past performance involves work that was performed in the last three years, that is similar in subject matter to what is described in the Statement of Work and that is not substantially smaller, measured in terms of annual dollar value, to the current requirement.

M-3.9 EVALUATION OF FACTOR 6 - PRICE

The Government will evaluate offers for award by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the options.

Cost/Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful offeror for award of the contract contemplated by this solicitation. Cost/Price is not scored; rather, each offeror's cost will be evaluated for realism, reasonableness, and completeness of the proposed contract cost.

- a. Realism - The Government will evaluate the realism of proposed cost/price by assessing the compatibility of proposed cost/price with proposal scope and effort. For the cost to be realistic, it must reflect what it would cost the offeror to perform the effort, if performed with reasonable economy and efficiency. Cost realism evaluation includes a review of the overall costs in the offeror's proposal to determine:
 - If costs are realistic for the work proposed;
 - If costs reflect a clear understanding of the requirements; and
 - If costs are consistent with the various other elements of the offeror's proposal, (e.g., if the offeror's proposal identifies 25 staff-years of effort, then the pricing should also reflect 25 staff-years of cost).
- b. Reasonableness - The Government will evaluate the reasonableness of proposed cost/price for the option periods by assessing the acceptability of the offeror's methodology used in developing the cost/price estimates. For the cost to be reasonable in its nature and amount, it should not exceed that which would be incurred by a

prudent person in the conduct of a competitive business. Reasonableness takes into account the context of a given source selection, including current market conditions and other factors that affect the ability of an offeror to perform the contract requirements. Reasonableness depends upon a variety of considerations and circumstances, including:

- Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the offeror's business or of the contract performance;
 - Generally accepted sound business practices, Federal and State laws and regulations, etc.; and
 - Any significant deviations from the offeror's established practices.
- c. Completeness - Cost/price proposals shall be evaluated for completeness by assessing the responsiveness of the proposed cost/price, by assessing the level of detail of the offeror-provided cost data for all requirements in the [SOO/SOW/PWS], and assessing the traceability of estimates. For the cost data to be complete, the offeror, or its subcontractors, must provide all the data necessary to support the offer. The amount of data needed may vary depending on the requirements.

M-3.10 EVALUATION OF OPTIONS

For award purposes, in addition to an offeror's response to the base period requirements, the Government will evaluate the offeror's proposal in response to all RFP option periods. Evaluation of the option periods will not obligate the Government to exercise the options.